Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk

P- 31/FOR Section (Contact: 0519267411, 05120062059, Email: adpn31pre@paknavy.gov.pk)

Tender No & Date		
Tender Description		
IT Opening Date		
Firm Name		
Postal Address		
Email Address for Co	rrespondence	
Contact Person Name	e	
Contact Number	(Landline	_) (Mobile)

Documents to be Attached with Quotation

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

Socied 6	Envolop 1 Tachnical Offer in Duplicate			
Sealed Envelop 1 – Technical Offer in Duplicate				
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick				
-	st each to ensure that these documents have been att		Correct Cost	
S No	Document Original Set Copy Set			
	Bank Challan			
	Principal Authorization Letter (where applicable)			
	Principal Invoice (Muted - without Price) (where			
	applicable)			
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP – 2 Form of IT with compliance remarks against			
	each clause of the Annex A)			
6.	Technical Offer / Specs			
7.	Annex A of IT (with compliance remarks)			
8.	Annex B & C of IT (with compliance remarks)			
9.	DP-3 form of IT (dully filled & signed)			
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.				
Sealed Envelop 3 – Commercial Offer				

This Envelop must contain following documents:		
1.	Firm's Commercial Offer	01 x Original
2.	Principal Invoice (where applicable)	01 x Original

3.	Dully filled DP-2 Form of IT	01 x Original
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Firm's Declaration

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

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre. Naval Residential Complex E-8 **ISLAMABAD**

Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk

M/s_____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

This tender and subsequent contract agreement awarded to 2. Caution: the successful bidder is governed by the rules / conditions as laid down in PPR/ Rules-2004 and DPP&I-35 (Revised 2017) covering general terms & conditions c contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2017) (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.

3. Conditions Governing Contracts. The 'Contract' made as result of this I/1 Understood agreed (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act. 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2017) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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not agreed

Understood
not agreed

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

Understood

Commercial Offer. The commercial offer will be in single copy a Understood a. indicate prices quoted in figures as well as in words in the curren agreed 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.

not agreed

Understood not agreed

Technical Offer: (Where Applicable). Should contain all releve Understood b. agreed specifications in DUPLICATE (or as specified in IT) along with essent 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:

S.No	Technical requirement per IT	as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	,	enclosed proof

(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)

Special Instructions. Tender documents and its conditions m Understood C. agreed please be read point by point and understood properly before quoting. 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 not agreed



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

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

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

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

Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: <u>dpn@paknavy.gov.pk</u> Adpn31pre@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by t Understood date and time specified in the Schedule to Tender (Form DP-2) attached. Tl ^{agreed} 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.

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

7. Validity of Offer.

a. The validity period of quotations must be indicated and shot Understood invariably be 120 days from the date of opening of Technical offer or 3(^{agreed} 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. Understood not agreed



Understood not agreed

Understood not agreed

8. Part Bid. Firm may quote for the whole or any portion, or to state in the Understood tender that the rate quoted, shall apply only if the entire quantity/range of store agreed 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.

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

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

agreed In case you are Not quoting, please return the tender inquiry stati a. 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 firm's name from our future distribution list of invitation to tender.

For registered firm(s), case will be referred to DGDP for necessary b. 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 offe Understood Understood before signing of the contract and within validity period of their offers. In case tl agreed not agreed 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.

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

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

13. Treasury Challan.

Offers by registered firms must be accompanied with a Challan forn Attached a. 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.

Not Attached



Understood not agreed

Understood

Understood not agreed





Understood

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

14. Earnest Money/Tender Bond:- Please ensure Earnest Money is containec Attached 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:-

Submitting improper Earnest Money. Earnest Money/Bid Security a. 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:-

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

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

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

Return of Earnest Money C.

(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).

Documents for provisional registration: In case your firm wins 15. Understood contract on Earnest Money (EM), it will deposit following documents to DGE agreed Not agreed (Registration Section) before the award of contract for provisional registration:-

S No	Local Supplier	Foreign Supplier	
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.	
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.	
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.	
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.	
e.	Challan Form	Challan Form	
f.	Bank Statement for last one year.	Financial standing/audit balance	

Understood

Not Attached

		sheet
g.	Photocopy of NTN	Photocopy of passport
h.		Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. Inspection Authority. CINS, Joint Inspection will be carried out by IN Understood Understood Consignee & Specialist User or a team nominated by Pakistan Navy. CINS agreed not agreed inspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the contract.

17. Condition of Stores. Brand new stores will be accepted on Firm Understood Understood agreed not agreed Warranty/Guarantee Form DPL-15 enclosed with contract.

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

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

The firm/supplier shall provide correct and valid e-mail and Fax No to b. Supplier/contracting firm shall either provide OEM CINS and DP(N). 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 On receipt, CINS shall approach the OEM for verification of courier. Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.

Original quotation/Principal/OEM proforma invoice. C.

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

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

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

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

- (1) **General Sales Tax**
- (2) Income Tax

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

Any other tax/duty. (4)

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

Agent commission/profit, if any. (iv)

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

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

agreed

Understood agreed

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

To ensure timely and correct supr Understood Bank Guarantee (BC in the curren agreed

of stores the firm will furnish an unconditional Bank Guarantee (BG in the curren agreed 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.

Security Deposit/Bank Guarantee .

20.

21. <u>Integrity Pact</u>. There shall be "zero tolerance" against bribes, gifl Understood commission and inducement of any kind or their promises thereof by Supplier / Fil agreed to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

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

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

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

22. <u>Correspondence.</u> All correspondence will be addressed to the Purchas Understood i.e. DP (Navy). Correspondence with regard to payment or issue of delivery recei agreed may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

23. <u>**Pre-shipment Inspection**</u>.PN may send a team of officers including DP(Understood member for the inspection of major equipments and machinery items at OE agreed premises as per terms of contract. If not already provided for and mentioned in true 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

Understood not agreed

not agreed

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Understood not agreed

Understood not agreed

contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

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

25. <u>Discrepancy</u>. The consignee will render a discrepancy report to Understood concerned within 60 days after receipt of stores for discrepancies found in tl ^{agreed} consignment. The quantities found short are to be made good by the supplier, free of cost.

26. Price Variation.

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

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

27. Force Majeure.

a. The supplier will not be held responsible for any delay occurring Understood supply of equipment due to event of Force Majeure such as acts of Gc agreed War, Civil commotion, Strike, Lockouts, Act of Foreign Government and us 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.

Understood not agreed

Understood not agreed

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

28. <u>Arbitration.</u> Parties shall make their attempt to settle all disputes arisi Understood under this contract through friendly discussions in good faith. In the event that eith ^{agreed} 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 biding arbitration as provided below:

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

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

c. The arbitration award shall be firm and final.

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

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

29. <u>Court of Jurisdiction</u>. In case of any dispute only court of jurisdiction Understood T Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

Understood not agreed



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

31. <u>**Risk Purchase.**</u> In the event of failure on the part of supplier to compl^{agreed} with the contractual obligations the contract will be cancelled at the Risk anu Expense (RE) of the supplier in accordance with DP-35.

32. <u>Compensation Breach of Contract.</u> If the contractor fails ^{Understood} supply the contracted stores or contract is cancelled either on RE or without RE 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 Understood agreed not agreed



not agreed

33. Gratuities/Commission/Gifts. No commission, rebate, bonus, fee compensation in any form shall be paid to any local or foreign agent, consulte agreed 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.

34. **Termination of Contract.**

agreed If at any time during the currency of the contract the Purchas a. 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.

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

To have any part thereof completed and take the delivery (i) 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.

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

Should the Supplier fail to deliver goods/services in time as per guality C. 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 expense (RE) of the Supplier.

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

Understood not agreed

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

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Understood not agreed



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

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

a. Received later than appointed/fixed date and time. Understood Understood not agreed

Offers are found conditional or incomplete in any respect. b.

agreed

c. There is any deviation from the General /Special/Technicar Instructions contained in this tender.

Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are d. NOT received with the technical offer.

d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.

e. Treasury challan is NOT attached with the technical offer.

Multiple rates are quoted against one item. f.

Manufacturer's relevant brochures and technical details on major g. equipment assemblies are not attached in support of specifications.

Subject to restriction of export license. j.

Offers (commercial/technical) containing non-initialed/ unauthenticated k. amendments/corrections/overwriting.

If the validity of the agency agreement is expired. Ι.

The commercial offer against FOB/CIF/C&F tender is quoted in local m. currency and vice versa.

Principals invoice in duplicate clearly indicating whether prices quoted n. are inclusive or exclusive of the agent commission is not enclosed.

Earnest money is not provided. p.

Earnest Money is not provided with the technical offer (or as q. specified).

If validity of offer is not quoted as required in IT or made subject to r. confirmation later.

Offer made through Fax/E-mail/Cable/Telex. s.

If offer is found to be based on cartel action in connivance with other t. sources/ participants of the tender.

If OEM and principal name and complete address is not u. mentioned.

Original Principal Invoice is not attached with offer. v.

Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against t Understood 39. decision of DP (N) or CINS or any other problematic area towards the execution agreed 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:

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not agreed

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

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

Understood

Understood not agreed

Understood

Understood

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 <u>www.dgdp.gov.pk</u>. These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

42. Firms which are not registered with DGDP should initiate provisior Understood Understood registration in accordance with Para 41. Besides, ground check by Field Securation agreed (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:

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- I. 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 & Agree agreed agreed shall not be changed / withdrawn after tender opening. The IT provisions accept shall form the baseline for subsequent contract negotiations.

agreed	not agreed

Understood

- 44. The above terms and conditions are confirmed in total for acceptance.
- 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.

Sincerely yours,

(To be Signed by Officer Concerned	I)
Rank:	_
NAME:	

Unc	lerstood
not	agreed

ANNEX 'A'

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 **<u>01 Year</u>** 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		
(ví)	Amount of Guarantee Rs.		
Ì)
((in word	 /s)	,
(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.

with Messer's_____

(Full Name and Address)

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

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

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

written Demand Notice.

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

ANNEX 'C'

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.

	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No.<u>2090006/B-2009/310016</u> dated <u>25-08-2020</u>. This tender will be closed for Acceptance at <u>1030</u> Hours and will be opened at <u>1100</u> Hours on. <u>20-01-2022</u> Please drop tender in the Tender Box No <u>201</u>.

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

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

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	Cat/Part/Patt. No.	Asper Annex		
	5820-9671-0001E 5820-9671-3140 5820-9661-0116SB 5986-0000-0058 5965-0000-0011	ʻA'		
	Scope of Work			
	External Communication Equipment To be installed on PN MILGEM Class Ship under construction at Istanbul Naval Shipyard (INSY) by M/s ASFAT A.S			
	Following is Scope of Supply:			
	Radio System, Message Handling System (MHS), Equipment Racks/Consoles, Power Distribution System, (Details are at Annex A)			
	01 x HF TX/RX (1 KW) without speech secrecy equipment (SSE).			
	01 x HF Tx/Rx (500 W / 400 W) without SSE.			
	02 x HF Tx/ Rx (150 W) without SSE.			
	04 x VLF /MF/HF Rx.			
	07 x V/ UHF Secure Communication SDR Tx/Rx without SSE.			
	Message Handing System, for 04 x suitable MODEMs.			
	Antenna for:			

1

Tern	ns & Conditions		Understood agreed	Understood not agreed
1.	Terms of Payment.	As per Annex B <mark>(Para – 4)</mark> .		
2.	Origin of Stores.	Imported (Name & Country to be clearly mentioned).	Understood agreed	Understood not agreed
3.	Origin of OEM.	Imported (Name & Country to be clearly mentioned).		
4.	Technical Scrutiny Rep	<u>ort</u> . Required.	Understood agreed	Understood not agreed
5.	Delivery Period.	08 Months after signing of contract		
6.	Currency.	US \$	Understood agreed	Understood not agreed
7.	Basis for acceptance.	CIF Basis		

8. <u>Bid validity.</u> 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. <u>**Tendering procedure</u>** Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.</u>

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

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

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

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

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

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

c. Return of Earnest Money

(i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

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

11. Special Note.

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

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

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

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

e. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on activeTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

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

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

h. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.

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

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

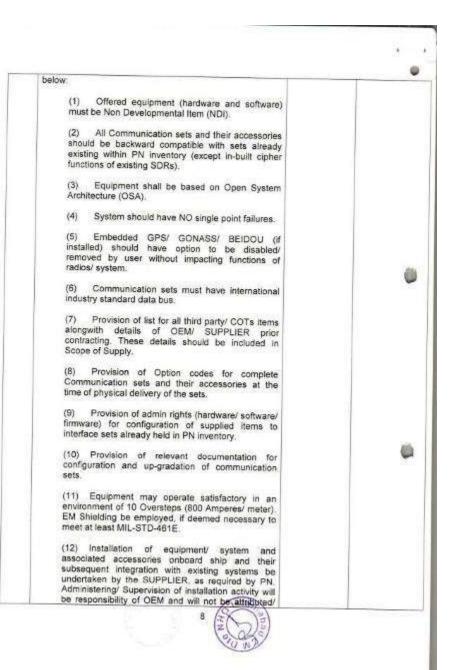
I. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

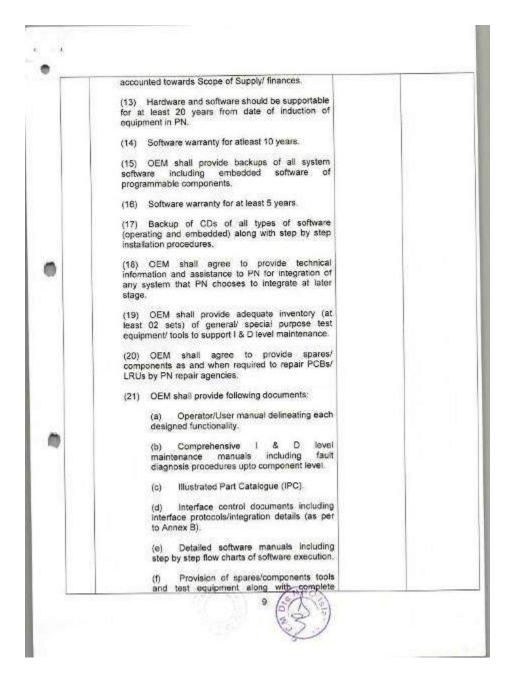
Note: In case of failure to comply above instructions, Terms and conditions, offer will liable for rejection.

		IN	INEX A TO DENT NO 20900 ATED 25 Aug 20	
	S No	TECHNICAL SPECIFICATION OF COMMUNICATION EQUIPMENT FOR 01 x MILGEM CLASS SHIP UNDER CONSTRUCTION AT INSY BY M/S ASFAT A.S. at ISTANBUL TURKEY	Firm's Reply (Complied Partially Complied/ Not Complied)	Reference to Attached Firm's Technical Brochures
	Note:	Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation Firm is required to clearly rention Complied/ Partially Complied/ Not Complied Firm is required to clearly remarks against each mentioning references in respective Clause from the attached firm's technical proposal/ brochures as per following format Proposed System Weight: 2000 KG		e.g. Refer Para 3 o Tim/ OEN technical proposal/ brochures
0	1.	PURPOSE/ USAGE External Communication Sulte will provide naval platform with an effective means of communication over long distances. In marine environment, it is imperative that communication system ensures seamless connectivity in all-weather environment. HF & V/UHF transceivers alongwith other paraphernalia will be used to provide secure and robust HF & V/UHF voice/ data communication for Naval Ship.		
0	2.	EUNCTIONAL REQUIREMENTS a. An advance Radio Communication system, which complies with latest requirements of maritime communication and conforming to functional requirements of Pakistan Navy at least meeting below standards: (1) Radios are 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 system should have provision for Emission Control (EMCON) for Emission Security. (3) Provision of TDMA functionality (alongwith software licenses) may be incorporated. Provision of Voice and Data communications facility be considered accordingly. 		
	_	(4) Option for multi-coupler and RF patch panels. 5		

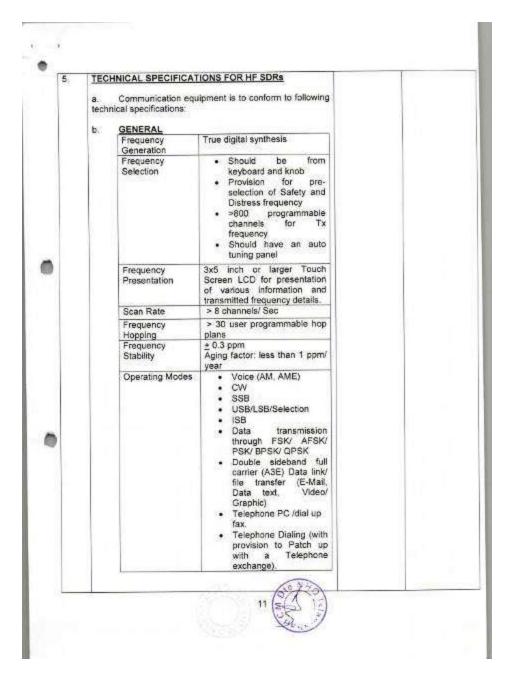
۵ (5) Equipment should be modular in design, employing solid-state technology and Digital Signal Processing techniques. System should be shock proof compliant with (6) MIL-STD-610H. It should also be ruggedized enough to meet shock, vibration and crash hazards. (7) System should have Built-In-Test capability with PBIT (Power up BIT), CBIT (Continuous BIT) and IBIT (Initiated BIT). (8) System should have log amplifiers, VSWR and Gain measurement alongwith Auto calibration facilities. For environmental characteristics, system (9)should be compliant with MIL-STD-810H in which, it should withstand harmful effects of wind, rain, dust, 0 storm and sand. (10) For EMC, in addition to compliance with MIL-STD-461G, should be built to minimize conducted & radiated emissions and for minimal susceptibility to radiated & conducted EM sources. System be capable to withstand E2 pulse. OEM to certify any third party accessories added in the system are compliant to above standard. (11) Equipment should be compliant to MIL-HDBK-454B or equivalent of European Safety Standards for safety. (12) System should incorporate Automatic Link Establishment equipment (ALE with memory > 150 Channels) including associated software and accessories. Operation of equipment should be 6 possible with or without ALE. (13) System should have a rebroadcast capability (to act as a relay). (14) Headsets provided with the system should be capable for provision of External Comms and Internal Comms (simultaneous or selectable) to operator via single headset. (15) Offered equipment shall be capable to interface with existing PN communication network including voice, data, cipher machines and Message Handling System (MHS). New MHS (if offered) shall 6

3		
-	be compatible/ capable of being integrated with existing PN MHS.	
	(16) Equipment should have standard interfaces (RS- 232, RS 422 connectors etc and CLI, GUI, MDI, FBI, NLI) for integration/ interface.	
	(17) System control and operations should be programmable and possible from local as well as remote positions.	
	(18) System hardware should be equipped with Anti Condensation Heaters.	
	(19) All PCBs in the entire system are to have IPC-CC-830 standard conformal coatings.	
z	(20) System should have high overall ARM (Availability, Reliability and Maintainability) criteria with at least following parameters:	*
	(a) MTBF > 25,000 Hours	
	(b) MTTR < 30 Minutes	
	(21) System is to have ISA-101.01 HMI (Human Machine Interface).	
	(22) Equipment must be TEMPEST proof for Electronic Security.	
	(23) Installation should be i.a.w MIL-HDBK 232A.	
	(24) RF shielding be i.a.w MIL-HDBK-1195.	
2	(25) System should have an advance internal/ external modem to support next generation data link system (as per specs at Annex A).	
	(26) System should have time synchronization EPM capability features i.e. frequency hopping (V/ UHF upto 5000 hops per second) Built in encryption, Communication security and Transmission security options.	
	(27) V/UHF system should be capable to provide 3 to 5 Mbps.	
3.	NON-FUNCTIONAL REQUIREMENTS	
	Non-functional requirements for system are inantened	· · · · · · · · · · · · · · · · · · ·





		cumentation.	doc	
	equisite information as on of offered/ supplied	M is to provide n by PN for evaluation	(22) OE required b	
		AL CONDITIONS	radios/ sys	4.
	llowing environmental	conform to fol	ystem should anditions;	
	suitable for exposure in nment.	ipment should be s olled marine enviro	(1) Equ an uncontr	
	COTS) may withstand	ts not subjected to standards (such as we Humidity.	MIL/ IEC 8	
	ns be provided at least. squipment.	ails of all COTS iten prior delivery of the o	(3) Dets 01 month p	
	limits of the system: -10 to +60 degree Celsius	rating temperature I Operating: temperature	(4) Ope (a)	
	-15 to +75 degree Celsius	Storage temperature:	(b)	
	/: >95 %	Relative Humidity	(c)	
	Capable to withstand upto 80 Kis of wind gusting upto 150 kts	Wind speed limitation:	(d)	
	ck proof.	Vibration and sho	(e)	
¢	and fog resistant.	Dust, water, Salt a	(f)	
	d be fitted with anti	Equipment shoul ensation heaters.	(g) conde	
	tective covering for	Provision of pro	(h) stowa	
	ture range of the Jelsius.	operating tempera 40 to +80 degree C	(5) Non-c equipment: -	
	mance limits in winds	erate within perform 100 kts	(6) To op of more than	
	10 (20 13/2)	25		
	(all all all all all all all all all all			



] c.	TRANSMITTER		
1.			
	Frequency Range	1.5 - 30 MHz	
	Output Power	 Of the order of 150W capability 	
1		Of the order of 500W capability	
		 Of the order of 1 KW capability (with modular amplifier optional) 	
	Power Selection	Each transmitter to have at least 5 power selection steps (equally distributed) or more, selectable through knob or keyboard/buttons.	
	Frequency	100 Hz step or better	63
	Selection	Contraction of the second	
1	Inter-modulation S/N Ratio	> 30 dB	
0	Duty Cycle	Better than 160 dB 100% voice and data	
	Spurious	Better than 80 dB PEP	
	Suppression	A state of the state of the state of the	
	Suppression of unwanted Sideband	Greater than 70 dB	
	Carrier Suppression	>65 dB	
	Other Facilities	The Transmitters should be capable of following: • Based on Digital Signal Processing technology • Real time clock, non binding with GPS/ satellite • Remote Selection • User-programmable Sleep Timer • Continuously operating Power and Protecting Monitor • Dummy load	
d.	RECEIVER		
	Frequency Range	3 KHz to 30 MHz	

		Frequency Resolution	Better than 50 Hz with search and fine tune facility		
		Tunning Time	For new Frequency Via Tuner Algorithm Lass than 10 Seconds For previously tuned Freq • <100 msec		
	10	Dynamic Range	> 140 dbm		
		Fower Resolution	Better than 50 Hz with search and fine tune Facility		
		Input Impedance	50 Ohm		
		Sensitivity	Better than following: • SSB: -113dbm • AM 1.0 uV • CW: 0.25 uV		
		Intermediation	Less than 40 dB		
8		products Image frequency Rejection	Better than 90dB		
1.		IF Rejection	Better than 90 dB		
		11 19220000	(same stan as as		
	e	ANTENNAE AND	ANTENNA TUNING UNIT		
		and the second		1	
		(3) ATU should complete set of fre Transmission mode	be able to transmit and receive equencies of all above mentioned as with designated power	6. 1	
•		microprocessor col (3) ATU should complete set of fre Transmission model (4) Equipment a passive antennae interfaces. System designed frequence (5) Antennae	ntrolled. be able to transmit and receive equencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and i should be able to receive all	2 2 2	
•		microprocessor col (3) ATU should complete set of firs Transmission mode (4) Equipment e passive antennae interfaces. System designed frequenc	ntrolled. I be able to transmit and receive cquencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and 1 should be able to receive all les	2 2 2	
•		microprocessor col (3) ATU should complete set of first Transmission model (4) Equipment e passive antennae interfaces. System designed frequence (5) Antennae following:	ntrolled. be able to transmit and receive squencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and a should be able to receive all les. and ATUs should conform to	2 2 2	
•		microprocessor col (3) ATU should complete set of fre Transmission model (4) Equipment a passive antennae interfaces. System designed frequence (5) Antennae	Introlled. be able to transmit and receive equencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and 1 should be able to receive all and ATUs should conform to 1.6 KHz to 30 MHz Preferably Whitp antenna		
•		microprocessor col (3) ATU should complete set of fre Transmission model (4) Equipment a passive antennae interfaces. System designed frequence (5) Antennae following: Frequency Range	Introlled. be able to transmit and receive equencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and is should be able to receive all les and ATUs should conform to 1.6 KHz to 30 MHz Preferably Witip antenna • Fully automatic (with no presenting) • Manual (operator controlled)		
9		microprocessor col (3) ATU should complete set of fre Transmission model (4) Equipment a passive antennae interfaces. System designed frequence (5) Antennae following: Frequency Range Antenna Antenna Tuning Tuning Speed	Introlled. be able to transmit and receive sequencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and i should be able to receive all and ATUs should conform to 1.6 KHz to 30 MHz Preferably Whip antenna • Fully automatic (with no presenting) • Manual (operator controlled) Less then 1 Sec		
Þ		microprocessor col (3) ATU should complete set of first Transmission model (4) Equipment e passive antennae interfaces. System designed frequence (5) Antennae following: Frequency Range Antenna Antenna Tuning	Introlled. be able to transmit and receive equencies of all above mentioned as with designated power should be supplied with active and alongwith necessary cabling and is should be able to receive all les and ATUs should conform to 1.6 KHz to 30 MHz Preferably Witip antenna • Fully automatic (with no presenting) • Manual (operator controlled)		

	 150 W ± 25% 500 W± 25% 1 KW ± 25% 	Power Handling capability		
	TIONS FOR V/UHF SDRs	CHNICAL SPECIFICA	TEC	6.
		GENERAL	a.	
	True digital synthesis	Frequency Generation		
	 Should be from keyboard and knob Provision for pre- selection of Safety and Distress frequency >500 programmable channels for user (Tx frequency) Should have an auto tuning panel 	Frequency Selection		
	3x5 inch or larger Touch Screen LCD for presentation of various information and transmitted frequency details.	Frequency Presentation		
		Technical Specifica	ь.	
	30 - 512 MHz	Frequency Range		
	50 Ohm	Impedance		
	25 KHz	Channel Spacing		
1.00	At least 1 Hz	Frequency Resolution		
9	10dBSINAD@-108dBm for analog FM. -118 dBm for digital FM	Sensitivity		
	> 145 dBm	Dynamic range		
	Less than 14 dB	Noise figure		
	Better than 110 dB	IF Rejection		
	Better than 80 dB	Spurious Rejection		
	20 - 200 W (with atleast 5 equally distributed steps, user Selectable via Keyboard and knob)	Out Power		

	Modes	AM FM Voice TTY		
	c. ANTENNA SYSTEM (V system should be capable of for	/UHF Transceiver) Antenna bilowing:		
	 Co-location with of radar, jammer and o minimal or interference 	onboard transmitter/ receiver communication equipment for free operation.		
	(2) Operation throu operation of multiple antennas adaptively.	gh multi-coupler to enable sets using one or more		
	(3) Interfacing with system.	an existing multi-coupler		
8	(4) VSWR less than	1:1.5 averages.		
	(5) Antenna tuning t	ime: Less than 200 ms.		
	(6) Omni – direction	al		
	(7) Nominal 50 Ohm	n impedance.		
	(8) 200W± 25% pov	ver handling capacity.		
	(9) Corrosion and ru extreme environmen hurricanes etc).	ust proof in 99 % humidity and ta (e.g. tropical storms		
	d. <u>Message Handling Syst</u> be configured with onboard HI Backward compatibility with exit to be ensured. In addition folio to be performed by MHS:	sting PN held MHS and radios a		
	(a) Instant Message			
	(b) E-mailing Facilit (c) Facsimile	5):		
	(d) Voice message (e) File transfer			11
	(f) Burst mode tran (g) Broadcast Mode			11
	e. <u>POWER SUPPLY RE</u> should be operable on followi	QUIREMENTS Equipment ing power supplies:		
	a. 150-240V, Sing	le/ Three phase, 50/60 Hz		
-	100	150 (1)		

C. Online UPS with the system. CONFORMANCE TO MILITARY STANDARDS Support 1 CONFORMANCE TO MILITARY STANDARDS Support 1 Compliance for the system and the system and the standards Susceptibility and MIL-STD-461G Enission & MIL-STD-464G Compliance MIL-STD-464G Compliance MIL-STD-464G Susceptibility MIL-STD-464G Compliance MIL-STD-464G Susceptibility and MIL-STD-464G Susceptibility MIL-STD-464G Conducting MIL-STD-464G Susceptibility MIL-STD-4646 Compliance MIL-STD-464G Susceptibility MIL-STD-186/184 Conducting MIL-STD-186/184 Susceptibility MIL-STD-186/184 Susceptibility MIL-STD-186/184 Susceptibility MIL-STD-186/184 Susceptibility MIL-STD-186/184 Susceptibility MIL-STD-186/184 Susceptibility MIL-STD-194 Susceptibility MIL-STD-1399 Requiremental effects Mull-STD-1399 Requirements Shipboard bonding, Grounding and other HDBK 454A HoBK 454A	Volt DC).	
1. Equipment should be able to comply following. (PURCHASER may ask for validity of complied/ fulfilled standards): Requirements Requirements Relevant Standards Electromagnetic MIL-STD-461G Emission & MIL-STD-464G Susceptibility MIL-STD-194 Interoperability and MIL-STD-198/184 Conducting MIL-STD-188/184 Conducting MIL STD 1605 A (SH) shipboard EMI survey Millitary specific MIL STD 810H Vibration MIL STD 810H Vibration MIL STD 167-1A Mill STD 167-12 Mechanical shock Mill-STD 1309 Requirement Cooling MIL-STD-1399 Requirements MIL-STD-1399 Requirements MIL-STD-1399 Requirements MIL-STD-1399 Requirements MIL-STD-1310 HDBK 454A HDBK 454A		
Notice Provide Standards Requirements Relevant Standards Electromagnetic MIL-STD-461G Emission & MIL-STD-464G Susceptibility MIL-STD-464G Compliance MIL-STD-464G Interoperability and MIL-STD-194 performance MIL-STD-194 performance MIL-STD-188/184 Conducting MIL STD 1605 A (SH) shipboard EMI survey Military specific MIL STD 810H environmental effects MIL STD 167-1A Mile STD 167-2 Mechanical shock Mile-STD-1399 Requirement Cooling MIL-STD-1399 Requirement MIL-STD 1310 Gooling MIL-STD 1310 HDBK 454A HDBK 454A	IDARDS	
Electromagnetic MIL-STD-461G Emission & MIL-STD-464G Susceptibility MIL-STD-469 Compliance MIL-STD-194 Interoperability and performance MIL-STD-194 MIL-STD-188/184 Conducting Shipboard EMI survey MIL STD 1605 A (SH) Military specific MIL STD 810H environmental effects MIL STD 167-1A Vibration MIL STD 167-2 Mechanical shock MIL-STD-1399 Requirement MIL-STD-1399 Requirements MIL STD 1310 Shipboard bonding, grounding and other fechniques for EMC/ safety MIL STD 1310	sle to comply c for validity of	
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Conducting shipboard EMI survey MIL STD 1605 A (SH) Millary specific environmental effects MIL STD 810H Humidity MIL STD 810H Vibration MIL STD 810H Vibration MIL STD 167-1A MIL STD 167-2 Mechanical shock MIL STD 167-2 Mechanical shock MIL-STD-901 MIL-STD-901 MIL-STD-1399 Requirement MIL-STD-1399 Requirements MIL-STD 1310 HDBK 454A Shipboard bonding, grounding and other fechniques for EMC/ safety MIL STD 1310	3.525.59×57	
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Vibration MIL STD 167-1A, MIL STD 167-2 Mechanical shock mounts/ Shock Proof MIL-STD-901 mounts/ Shock Proof MIL-STD-810H Electrical MIL-STD-1399 Requirement MIL-STD-1399 Cooling MIL-STD-1399 Requirements MIL-STD 1310 grounding and other HDBK 454A Techniques for EMC/ safety	он	
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Cooling MIL-STD-1399 Requirements Shipboard bonding, MIL STD 1310 grounding and other HDBK 454A fechniques for EMC/ safety	89	
grounding and other HDBK-454A techniques for EMC/ safety	99	
Requirements for MIL STD 108	1	24
equipment MIL-E-24762		-
enclosures MIL-E2036		
HF waveform STANAG 4285,4529, 4538, 5066, 4444		
Data MIL STD 188-1108		
ALE 2G MIL STD 188-141B		
ALE 3G STANAG 4538	38	
V/UHF Waveforms STANAG 4204, 4205		
Test procedures NATO STANAG 4444 EPM mode	AG 4444	
TEMPEST Proof NATO SDIP-27 Level A US NSTISSAM Level-I		
Automatic Link STANAG 4538		
Establishment (ALE)	(alla)	

	1			
		 A test/ compliance report be furnished that equipment meets above listed standards. 	to confin	m
		 Complete communication sult is required TEMPEST/ EMP proof. 	uired to b	e
		 Provision to optimize SDR radios wave per PN requirements. 	form a	•
		5 HF transmitters should have Man provision.	aloft Ke	y I
7.	ORI	GIN OF SUPPLY AND ACCEPTABLE MAKES		
	(a) prov	Origin of supply is preferably imported and islon of specified OEM Country of Origin.	subject to	o l
	L.	OEM has to certify that provided equipment ucts and is not of any third party equipment.		
8.	(c) SCO	Items from other vendors be clearly mentioned PE OF SUPPLY - HF EQUIPMENT	/ marked.	
		C OF COTTOT ON EQUIPMENT		
	S No	Items	Qty	
1 3	1	External Communication Equipment	Louis	
1		HF Tx/ Rx 1000W with ALE, HF MODEM Link without Crypto Equipment.	01	
		HF Tx/ Rx 500W / 400W with ALE, HF MODEM Link without SSE	01	
		HF Tx/ Rx 150 W with ALE without Crypto equipment.	02	f k
		LF/MF/HF Rx	04	
	1.0		0.0 Mar 10	13 TE
		Antennae for: • 04 x HF Transceiver • 2 x antennae with common aerial working/ antennae distribution unit for 4 x HF receivers and GMDSS Receivers.	06	
		 04 x HF Transceiver 2 x antennae with common aerial working/ antennae distribution unit for 4 x HF receivers and GMDSS Receivers. Suitable number of ATUs and matching transformers. 	06 As req	
	2.	O4 x HF Transceiver 2 x antennae with common aerial working/ antennae distribution unit for 4 x HF receivers and GMDSS Receivers. Suitable number of ATUs and matching		

100		System including all accessories (coverin both HF and V/UHF external comms) Power Distribution System Associated racks, cables, connector joints,Shock mounts			
	4.	 Services Installation (to be separately indicated) Supervision of Installation (SOI), to be separately indicated Training Documentation Certification Extended Warranty for the system ILS package including: List of recommended spares list for the level and be lev	e or ei		
	5.	and D level maintenance. DLM facility for HF equipment	01	Concernanting of the	
-	SCO	PE OF SUPPLY - VIUHF EQUIPMENT	- m ?	11-11-11-11-11-11-11-11-11-11-11-11-11-	
	SNo	Items	Qty	6 12	
	1	External Communication Equipment V/ UHF SDRs Tx/ Rx without Crypto Equipment. Common Aerial Working employing mixed antennae i.e. 2 x Dipole Antennae & 2 x Stacked/ pole etc antennae to cover all 07 V/UHF Tx/RX (to obviate any single point failure) including Sets of Multi coupler/ combiner/ V/UHF filters with EPM bypass (to avoid mutual interference)	07 As per Design/ Req		
	2.	RF Cables (all sets) Power Distribution System Required Servers, Laptops, convertors and Ethernet switches etc. (covering both HF and V/UHF comms)	20		

	1	Associated racks, cables, connectors joints, Shock mounts	12		
	3.	 Services Installation (to be separately indicated) Supervision of Installation (SOI) to be separately indicated Training Documentation Certification Extended Warranty for the system ILS package including: List of recommended spares list for O level, I level and D level maintenance. List of special tools, support and test equipment for O level, I level and D level maintenance. 			
	4.	V/ UHF Scanner with DF capability(1"	01		
		RMS) (20 MHZ - 3 GHZ)			
0.	5. SCO	RMS) (20 MHZ - 3 GHZ) DLM facility for V UHF equipment E OF SUPPLY - DATA LINK MODEM WI ESSING CAPABILITY	01	<u></u>	
0.	5. SCOI PROC	RMS) (20 MHZ – 3 GHZ) DLM facility for V/ UHF equipment PE OF SUPPLY – DATA LINK MODEM WI	01	 %	

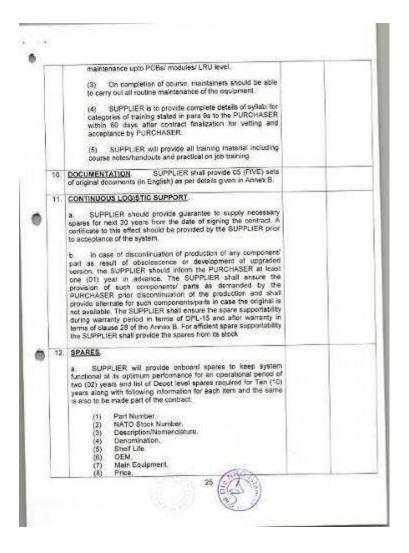
2 Other technical specifications may include following but not limited to: a. 1U Rack mount. b. 10x Gigabit Ethernet port. More than 7 x 10/100/1000 Ethernet ports c. SFP. d. USB 3.0 interface / ports. e. LCD with HML f. PoE. g. 2 x 14GHz CPU er better with 1-2 GB RAM. h. Router OS. i. Tested ambient temporature: -20° C to 70° C.
i Seriel port and RJ45. k. PCB temperature and vohage monitors.

			B TO NO 2090006 25 Aug 2020	
	S No	GENERAL TERMS AND CONDITIONS	Firm's Reply (Compled Partally Compled/ Not Compled]	Rolerence to Attached Firm's Technical Brochures
)	1	PROOF OF CONCEPT (POC) SUPPLIER must demonstrate his equipment to PURCHASER to successfully operate its equipment wit integration with existing equipment orthograt nominated partorms and shore units. Certificate to this must bu provided with the Technical Proposal to Procuring oppinov. The SUPPLIER MUST provide a certificate slongwith the technical proposal that POC has been undertisiven in compliance to tender mandatory requirement for this particular requirement. Failure to submit this certificate alongwith technical proposal that constitute the grounds for technical rejection of externited proposal.		
	2,	CONTRACT EFFECTIVE DATE Contract. Effective Date (T ₂) will be when contract has been signed by both parties.		
	3	DELIVERY SCHEDULE a. Stores are to be delivered within Eight (03) menths of Contract Effective Date (CED). b. Shipment will be made by SUPPLIER on CIF Istanbul basis as per INCOTERMS 2010.		
5	4.	PAYMENT TERMS/ PAYMENT MILESTONES Following payment terms are applicable. Moreover, in case of NiL requirement of installation, Commissioning, Trais and Training etc. payment terms will be rephrated accordingly. a. As per DPPSI-35 (Revised 2019) or as decided by DP (N). b. 50% payment on completion of following:		
		 (1) Delivery of stores at PURCHASER's nominated site at istantial. (2) Joint Inspection (3) Provision of relevant Documents. 		
		c. 20% payment on successful completion of		

	installation' integrations' interfacings' STWP communicating of
	equipment at PURCHASER site complying all specifications/ increptance offers and insurance of receptance servicate by PURCHASER
	d. 20% payment at completion of following.
	(1) Satisfactory conduct of operator and meintainer teaching of PURCHASER learn.
	(2) Issuance of CRV by Consignee.
15	 T0% payment on successful completion of Warranty Period.
	PERFORMANCE BANK GUARANTEE SUPPLIER will turnish an instructure and un conditional WA within 30 days of Contract. Encource Deter from a schedule Paktware Bank for an amount squai to 10% of the total value of the contract and in Same outlineary as that of the contract (on judice) stamp paper) of approprinte value as pro presented format, it shad receive and other state page of the completion of the Warranty period.
	LIQUIDATED DAMAGING (LD) Liquidated Demages upto 2% of the stores wilkle (but not less than 1%) per trotth of a part of month are leaden to be imposed on the SUPPLICE by the PURGUIASER in accordance with DEPSU-38 (Heused 2016), if the stores surplice store the oppiny of the delivery dise without any valid measure. Total LD should not exceed 10% of total value excluding takes, freight, KPT, insulative charges of stores delivered ist.
	ACCEPTANCE CRITERIA
6	a. SUPPLIER is to provide Factory Acceptance Trials (FATe) Setter-Vices (STVI) and Ses Acceptance Trials (SATs) procedures (in English). Three 403 metrics in valvasce before distance or supprend by SUPPLIER to study and whiting by PURCHASER. Final scheptance specifications will be mode by PURCHASER. Supplier, system specifications provides the SUPPLIER, system specifications provides by the SUPPLIER system specifications provides by the SUPPLIER, system specifications provides by the SUPPLIER and PV's experiments in operating "maintaining dam. Communication equipment livernoty.
	b. SUPFLIER will carry out Factory Acceptance Trials (PATs) at the internases with PN participation and provide conformance entribute to PURCHARER, 00 x PN officers will writees the FATa at SUPPLIER's appende Performance of the deploment wit the further evaluated through HATs/ SATs. STW will remain the responsibility of SUPPLIER.

Γ	 SUPPLIER shall make inspection under the same conditions as field doars in Assignment otherial User requirement defined by PURCHASER. 	
	d. After FATs of supplied optigment, SUPPUER will compare Straw Harss: SATs onboard ship in Tarkey, in the preserver of injunctuadSER reps to prove that eviting Communication Suite is partorning as get the onleria precented.	
	 EN interference (ENLEWC) to or from onlineard or nexity equipment services is to be validated during SATs. 	
	 Final acceptance contribute will be signed by PURCHASER inty after subpassful completion of all acceptorize train and 102% uperations, performance procein by the SUPPLIER to the entire statistication of PURCHASER as per agrinod capabilities. 	
	c. Damage to marenali items supplied due to inadequate packing marking handling will be made good by the SUPPLIER	
	b. Provision of technical Istol ICDer documentation/ administratization rights jas par Annex B) to PN for neightail on if the equipment, with other PN system independent of ObN/ without ObN additione at other shapes.	
	For COTS hardwine, requise documentation and maintenance support is to be provided by the SUPPLIER.	
	 Seckup cf at software programmes (ED) EVD-ROM) including specular software (firmware libersed version) storgwith requests processure to support the system should be arouted by SUPPLIER. 	
7	S BEJECTION CRITERIA	_
8	Equipment shall not be acceptable in case of following:	
	(1) Equipment spacifications are not as per Annex A or not accepted by PURCHASER	
	(2) Sparse Consumables required for methematical operation of the system for E2 x years is not previded to PURCHASER on FCC basis.	
	(3) Documentation is not provided as Per to Asnov 8.	
	(4) Training is not conducted as per clause 9 of Annex fil	
	(5) Trials not commensurate to discuss 27 of Annex B.	-
15	23/3-18-0	

Following training is to be conducted by Stripproper and	(8) Si accordan eveluatio (9) Ur interfacio	
velocitation with SupPICER's approved procedures and velocitation mosemendation by PURCHASER velocitation mosemendation velocitation mosemendation velocitation velocita	evoluatio (9) Ur interfacin	
(10) Proof of Concept Insis equipment. (10) Proof of Concept Insis extensions given by PURCHASER are not addressed by the SUPPLIER within 45 days of intraction by PURCHASER. INC Following framing is to be conducted by SUPPLIER within	and a day	
45 days of intrinsion by PURCHASER		
Following training is to be conducted by Stripproper and	45 days o	
Following fraining is to be conducted by SUPPLIER at his perce.	TRAINING	9.
	 Following own expense; 	1
No TYPE OF COURSE	S No TYP	
05 x daws Operator Course for 16 Personnel in Turkey.	(1) 05 s	
	(2) (2) mair com ister	
Co x days Monitainer Course for exabing them to carry 64 suchra maintenance of the enviporem for 10 Personnel in OEM prenives	(3) CB s there equip	
The maintainer Dourse should include maintainance staining rise having programmable devices with Workshop/ Dept and to training shall be as applicable in the parent Navy short of the courses about be such that the trainings are then of the courses about be such that the trainings are then the the courses about be such that the trainings are	level training to requirements for t	1000
Con consistion of operator training, the training tout be able to use the system to its optimum depatches d performance in dense 2M environment and transh earthed environment concisions.	and parton	



	(9) Quantity Required		
10.0	(10) Special storage red	surement.	
	 Composition of spares particular of Supply should include atleas PCBs. 	eckage provided as part of Scope If Five (35) of each type of major	
	PURCHASER a datum for as requirements spares for the systematic structure of the syste	Is part of Scope of Supply, a price red for the system to provide certaining planning futures stock form and associated equipment be and, effer commissioning of the should render Logistic Support oph tils supportability of spares.	
13.	PACKING AND MARKING	2	
	a. Standard Export packing and Sea ensure their undemage Each consignment? Packages defailing the contents of the const defailing the contents of the const		0
	b. The packages are to be ma	erkod as under:	
		Name & Address of HASER	
	(2) OTHER SIDE Dated	Contract No	
	(3) TOP:	Gross Weight	
	(4) Dimensions:) diamete size of packing	A yellow disc 4" or 6" in of according to the	
1	C For fragile slores word 'FR letters on all sides of the consignm	AGILE" is to be marked in bold ent/package.	0
	 Any loss or demunage occ backing will be borne by the SUPPI 	urring due to wrong marking or LIER.	
6	 All slotes will be marked ipward, by stamping, pointing or doins must bear the Part No to fac 	with a broad arrow pointing latying Each individual item of littate identification.	
14. 4	RBITRATION.	Contrast Con	-
P	arties shall make their attempt to his contract through friendly discus nat either party shall perceive s		

	making insufficiant progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below.
	a The dispute shall be referred for adjudication to two arbitrators one to be norminated by each party, who before entering upon the reference shall appoint an unpite by mutual agreement, and if they do not agree a judge of the superior court stret be requested to appoint the unpite. The arbitration proceedings shall be held in Singapore and under UK Laws.
	b. The arbitration award shall be firm and final and binding on both the parties to the contract.
	 In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.
	 At proceedings under this clause shall be conducted in English language and in writing.
15	AGENT COMMISSION DECLARATION CERTERCATION
	a. The SUPPLIER hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, princings or other obligations or benotif from Gevernment of Pakistas or any administrative subdivision or ageinsy thereof or any other entity oursed or controlled by in (Government of Pakistan) through any corrupt business practice.
	a. Without limiting the generality of the foregoing, the SUPP IER represents and warrant that it has fally declared the brokerage, commission, fees etc. pail or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakletan either directly or indirectly any neutral or particle period, including its atfliate, agent, associate, broker, consultant, director, premotes, shareholder, sporsor or subsidiary any commission, giabilitation before finders's fee or kitchack whether described as consultation fee or otherwise, with the object of obtaining or nducing the procurements of a contract, right, interest, private of their objection or benefit is whatsoever from the Government of Pakletan, except that which has been expressly declared pursuant borden.
	c SLIPPLER confines that it has made and will make full disclosure of all agreements and unargements with all persons in respect of or related to the transaction with Government of Patiestan and has not taken any solidin or with agr 330e any solidin to

	showing the above declaration, representation or warranty.	_
	6. SUPPLIER accepts full responsibility and strict leading for making any tase declaration, nor making full disclosure, manaphesening facts of taking any setien likely to defeat the purpose of this declaration, representation and varianty. It agrees that any contract, right, interest, phylege or other collipation or benefit determined or procured as abroasis shall without prejudice to any other rights and minodes available to Government of Pakistan under any law, contract or other instrument, be avoidable at the costen of Gevernment of Pakistan.	
16	FORCE MAJEURE	
	If one of the parties is unable to porform its obligations under this contract because of intervention of Force Majoure, shall include blockale. Government Mobilizations, Chil Comrection, Van Rots, Receitan Exprension and confiscation of facilities, Sabetage, Looksub, Arts of Gest Teareism, Pagaus or other velocimits, quarantines, fraget embargness, major fire. Rankingley of CENVI material SUPULEFus specified in the contract and distributions, sheeting affecting the supplies are any other catestoches appedication whole beyond the contract of that party (in case of the costbact) provided that such Force Majouse conditions elevant directly affect the work or deliveries under this contract.	
	b. If one of the parties has been delayed by Force Majoure conditions then additional period to the extent of such delay shall be allowed to that party for completion of his obligation as affected. Provided that all contractual activities if in the extended period atlowed, shall be executed within the contract price.	
	E In case of Force Majeure, parties shak every 02 (TWO) months, decide on Force Majeure claims presented in the preceding 02 (TWO) months.	8.
	d Party initiating the force majoure shall as soon as reasonably possible and within 14 (dourteen) days notify the other party in writing of any occurrence of Force Majouro event.	1
1000	The party initiating the Force Malaure shall provide the other party will proof of the occurrence of any of the atorementioned Force Mayeure event and of its effect on the construction, auditing and delivery of the supplies or any of its obligations towards contract.	
	If Force Majoure exists for more than 03 (THREE) continuous months, or exceeding total of dt (SSR) months then soft parties shall mutually decide future course of action	
	20 (())	-
	(SE)	

-3	1	CHECKING OF STORES AT CONSIGNEE & END Packing of all	
		Introe will be cholded visually at comparison one in the potential of ULPPLUER in one within Missin (10) days after animal of the stores at the companies pretines. The comparison will down the SUPPLIER in due time atout the attent? vessels date of anout, it for the tessons of secondary, or any other maters, the SUPPLIER in due to compare the preparements in the such chaptage an assumpt which notice to the effect will be joined by the SLPFLIER in the ULPPLIER with the simplent of outputs. The Supplier test the PUPLIER in due to the effect will be joined by the SLPFLIER in the EURPLIER will matery and the prevention on a event, the SUPPLIER will be contrained to the effect will be deplaced by escentially made to be SUPPLIER. In all other receipt the contrained will be secondary made to be SUPPLIER. In all other races the contrained will be the SUPPLIER will be preventioned from the supplier begins applied and of they. If the respirate that the supplier begins will be the SUPPLIER will be preventioned from the supplier begins applied and of they. If the respirate that the supplier begins applied and of they. If the respirate that the supplier begins applied that of the prevent with the chacking withour, SUPPLIER's applied to an explicit by and applied to the supplier begins applied that of the prevent with the chacking withour, SUPPLIER's appreciation. Compared with the chacking withour, SUPPLIER's appreciation of compared with the chacking withour, SUPPLIER's appreciation to SUPPLIER is such cases.	
13	8	ADDITIONAL PURCHASE SUPPLIER is to agree that in	
		Case PLINC-NALEX writes to by additions quantity/name of stores within mod 24 months after the completion store of the output, the SUPPLIER that precise evolutions at same or over cost if deprecision rate is announced by Doverhment of SUPPLIER sounds).	
100	8	PRCE VARIATION Prices in the schedule of stores of the contrast are firm and final. The stores must be traind flew manufactured.	
100	10	OBSOLESCENCE. Following obsolescence relates will also be included in the contact as part of continuous logistic separat.	
		 The 5.371107 about provide guarantia to supply the necessary space for and thing (30) years from CED. A contracts is: this effect shade to be strateflind by the SUPPLER prior to acceptions of the system. 	
		b. In case of resolutions support becoming observes and is not resolutions burrows will be resolutions and is not resolutions burrows will be resolution to offens, by SUPPLIER offer hearth (20) prever, interact user to support to the support of the support of the resolution of t	

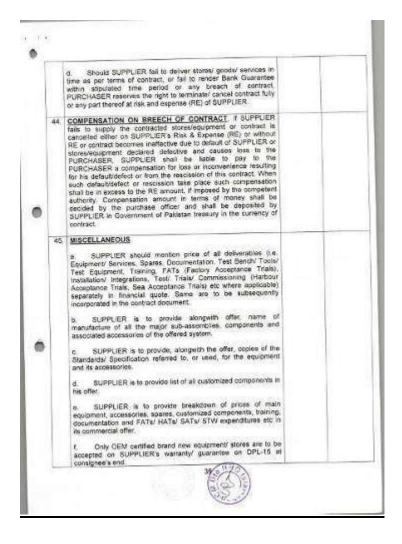
SU2PI IER shall secure the
SUPPLIER shall ensure the provision of such components/ parts as demanded by the PURCHASER prior discontinuation of the production and shall provide alternate for such components/ parts in case the original is not available. The SUPPLIER shall ensure the spare supportability 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 Pakstan at Karachi or Islamabed). d If SUPPLIER's manufactured Radio Equipment declared obsolets by SUPPLIER, and SUPPLIER does
CED, the SUPPLIER will provide the new equipment at the same price as of original equipment.
e. In case any component of the SUPPLIER's radio becomes obsolete or out of production. SUPPLIER is to give one year advance notice and would be bound to provide an alternate solution at same cost as of the given component, to keep the Radio sets in optimum operational condition.
RISK & EXPENSE (R/E) In event of failure on part of SUPPLIER to compty with contractual obligations, the contract will be cancelled at Risk and Expense of SUPPLIER in accordance with DPP8I-35 (Revised 2019).
INSPECTION. Nominated Purchaser's Inspection Team will carry put Joint Inspection at INSY Turkey.
END USER CERTIFICATE (EUC). End User Certificate for SUPPLIER of required) shat be provided by PURCHASER within 30 days after signature of contract by both the parties.
EXPORT LICENCE/ PERMIT It is the tesponsibility of SUPPLIER to apply for obtaining Export License' Permit from its Govt for export of indented nems' stores for supply' delivery of equipment to PURCHASER.
MAN MACHINE INTERFACE (MMI). Equipment should be user triendly, MMI configurable by PURCHASER as per PN user requirement.
TECHNICAL ASSISTANCE SUPPLIER is to provide the services (FOC basis) of its qualified engineers and technicians for each Radio Communication set to undertake assembling and successful trials of delivered equipment in INSY Turkey as per PURCHASER agreed trials procedures Law Acceptance Trials Procedures.

27	COMMISSIONING/TRIALS	
	 Commissioning of External Communication Suite is to be arranged within 125 days of supply of equipment by SUPPLIER through OEM at Turkey. 	
ŀ	b. Equipment Commissioning trials to be carried out by SUPPLIER enboard ship. Any defect damage of equipment during commissioning trials is to be replaced by SUPPLIER without any additional cost.	
	 Undertaking of all or any tests/ trials will remain the protogative of the PURCHASER. 	
28	WARRANTY/ GUARANTEE	
	a Complete equipment including accessories are to be warranted by SUPPUER for a period of 02 years, for all defects from date of final acceptance by PURCHASER.	
	b. SUPPLIER is to guarantee that all items supplied under the terms of this contract are of latest version. OEM certified and brand new. Stores, which are not procured directly from OEM or the authorsels dealer/ agent) stockist will not be acceptable.	
	6. SUPPLIER is to guarantee that materials used, whether or noted his manufacture, conform to the quality standards mentioned thereof to such equipment in compliance with the standards mentioned in this contract.	
	c. Post delivery, SUPPLIER will replace DDP at consignee's warehouse without any additional cost within 7 days every article or part thereof which before use or no use shall be found defectival demaged or not within firmts and tolerances of specifications, or in any way not in accordance with the terms of the contract at the terms of Jain inspection.	
	e. In case of SUPPLIER's failure to replace the defective stores without any additional cost within 7 days he will refund relevant cost COP at consignee's warehouse in the currency in which necelived along with a reasonable compensation as claimed by PURCMASER	
3	9. CUSTOMIZED COMPONENTS. SUPPLIER is to provide list of all customized components as well as all programmable components used in the system, to most the PN maintenance/ repair requirements for next Thirty (30) years.	
3	0. CERTIFICATION REQUIREMENT	
	a SUPPLIER will confirm through OEM certificate at the time	

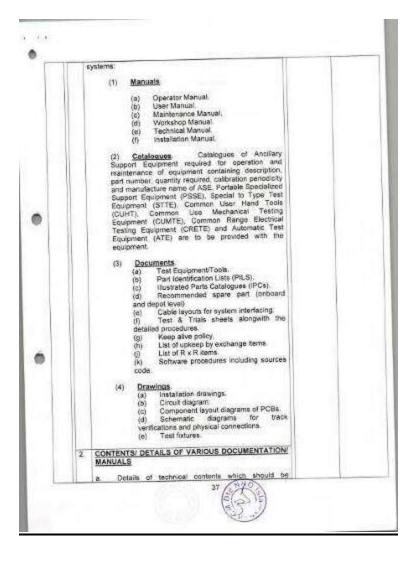
	of supply' delivery of the equipment at consignee's end, that equipment being supplied has been made SAT to work and is a proven equipment.
	SUPPLIER through certificate is to continu that he will provide import documents at the time of delivery of stores.
	c SUPPLIER certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.
	d. SUPPLIER's "Certificate of Conformity" originating from "Principal" who is neither the OEM nor the OEM's authorized dealer agent stockist will not be acceptable.
	 Final Acceptance Certificate will be signed by PURCHAGER within 02 weeks only after successful commissioning of the entire Communication System
- 0	BUY BACK. The SUPPLIER will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the PURCHASER within 05 years from the final acceptance of the equipment/ system.
	CUSTOMER BASE
	 SUPPLIER MUST provide alongwith the offer a list of main customers; to whom such range of equipment was sold/ supplied during last ten years;
	b. SUPPLIER MUST turnish alongwith offer, a certificate of satisfaction from at least one of the reputable customers. The certificate should clearly indicate the in-service quality of equipment against the given specifications.
-	LIABILITY.
	a. SUPPLIER shall not be liable under any circumstances to PURCHASER, its officers, agent, employees, successors and/or ansignees, for any special, consequential and/or incidental damage of whatspever kind or nature, including, without limitation, any loss, cost, damage, loss of revenue or profit or loss of use, incurred or suffered by the PURCHASER or any third party arising out of or in connection with this Contract.
	b. Foregoing shall not affect PURCHASER's right to claim compensation against SUPPLIER for damages suffered by PURCHASER arising directly from performance, bad performance or non performance of SUPPLIER's dutes and/ or colligators under Contract, provided that, aggregate liability of SUPPLIER in connection with this Contract for any cause whatsoever including

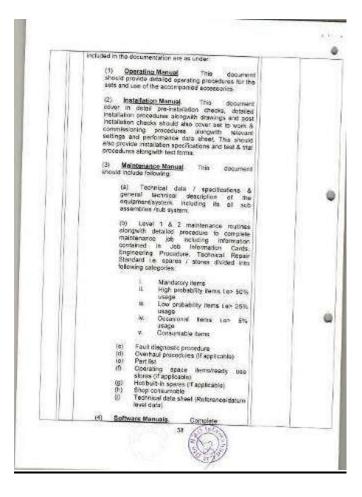
		of total price actually paid to SUPPLIER under this Contract.	
3	Contraction of the	QUALITY ASSURANCE AND QUALITY CONTROL. SUPPLIER shall be reapposhe for the Quality Control Quality Assurance of the designed performance of the supplies, STW of the system will form part of this orthoria. SUPPLIER shall carry out steps inspections during every stage of process and provide Quality Control Quality Assurance Creteria to ensure quality conformance with Technical Data Package of the Contract.	
2		LANGUAGE MEASURMENTS AND WORKING METHODS Contrast specifications in English language shall be followed. All drawings, data-free in soft media, Man. Mashney interface (VM) drawings, data-free in soft media, Man. Mashney interface (VM) drawings, data-free in soft media, Man. Mashney interface to be produced or delivered to the PURCHASER under the contrast shall be written in the English language. Measurement shall be in metric units of measurement unless offeraits specified.	
1	36	END USER. DRC is the Sponsor Die who will provide list of End Users to whom indextod items will be issued after development.	
Þ	37.	PENALTY	
		 SUPPLIER before making the abijonent will carry out complete test of the equipment at his facilities to ensure that the same has been manufactured as por the specifications. However, PURCHASER within 30 days of its receipt will carry out inspection and real triats. In case equipment does not pass the tests if table, the PURCHASER has the right to out rightly reject equipment ar impose panality at the rate of 100-150 % of value of relevant equipment. Penalty shall not absolve the SUPPLIER to undertake the 	
,		repairs in Turkey or Pakiatan or abroad at his own cost and expense including freqht charges. This shall be in addition to other penalties and obligations covered in the contract like warranty/guerantee obligations on form DPL-15.	
- Internet	38.	DISCREPANCY Consignce shall render a discrepancy report to all conserved within 45 days after receipt of stores for discrepancies found in the consignment Quantities found sherideficient/defective are to be made good by SUPPLIER free of cost.	
100	39	SECRECY. The SUPPLER(p) shall undertake that any internation about the sate/putchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press of agency not subtorced by the DP(N) to motive it. Any breach on this scoolar shall be punchable under the Pacistan Official Section 20 in 1970	

	addition to termination of the contract at the risk of SUPPLIER.
	INDEMNITY The SUPPLIER shall at all times indemnify the PURCHASER against all datins which may be made in respect of the stores for infringement of any rights protected by Patient Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whotever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the PURCHASER, the PURCHASER shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.
	SUBLETTING The SUPPLIER shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The SUPPLIER shall not sublet, transfer or assign the contract or any part thereof to any other firm/ party without prior written permission of the PURCHASER.
	AMENDMENT IN THE CONTRACT Amendment in the
-	TERMINATION
	a If at any time during the currency of the contract PURCHASER decides to terminate the contract for any reason orhatoscience (other than for reasons of non-delivery), he shall have right to do so by giving the SUPPLIER a registered notice to that effect. In such event, PURCHASER shall accept dolivery at the contract price and terms of such stores' goods' services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the SUPPLIER of such notice.
-	b. In the case of remainder of the underivered stores/ goods/ services, the PURCHASER may elect either to have any part thereof completed and take the delivery thereof the contract price or to concel 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 adual process of manufacturing at the price to be determined by the PURCHASER in such case, materials in the process of manufacturing shall be delivered by the SUPPLIER to the PURCHASER
	 No payment shall, however, be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received by SUPPLIER.

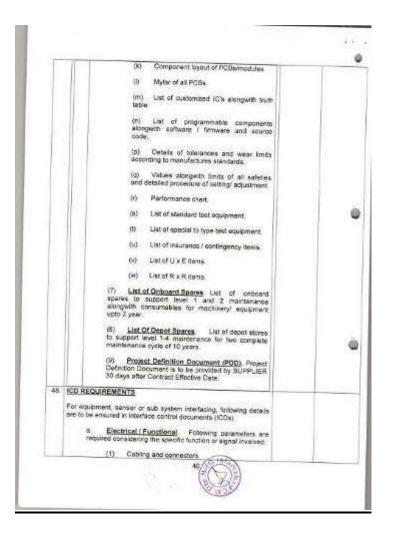


	 SUPPLIER is to render OEM certificate for compatibility with existing PN Communication equipment.
	$h_{\rm c}$ TSR of case will be carried out by a committee nominated by PN.
) Equipment may be fitted with mechanical shock mounts/ absorbers,
	k. SUPPLIER is to provide complete 'Check off list' against the Indext.
	 Copies of contract be forwarded to following:
•	 (1) D Radio Comm NHQ Islamabad. (2) DCM NHQ Islamabad. (3) DNWE NHQ Islamabad. (4) DSMR(WE) NHO Islamabad. (5) DPP-III NHQ Islamabad. (6) DPP-III NHQ Islamabad. (7) CO NSD Karachi. (8) CO EHO & PDD (Navy). Karachi. (9) D Budget. (10) CNO (Turkey). (11) CMA (DP). (12) DP (Navy). (13) FA (Navy). m. PURCHASER will have all the rights to cancell reject bid of any SUPPLIER at any dags. if Pakistan security agencies declare unsuitable or highlight any observations participating to security issues against any of the participating vendour SUPPLIER.
0	Evaluation Finalization for Contract Award: Firm Complying to Technical Specifications at Arrhex A with invest bid as finalized by NHC will be awarded the contract. Decision of NHC will be final.
-	DOCUMENTATION
	 <u>REQUIREMENT OF DOCUMENTATION</u> Following categories of documental manuals are to be provided by the SUPPLIER prior induction of the system in PN. Contents of all the manual and other related documents including specifications, drawings and other taits should be standardized in accordance with Military Specification MILAM-15071H (NAVY) containing requirement and format of manuals covering all asponts of operations, structure maintenance, workshop tepair and IPC etc for all types, of tippignent and





St. Beach ٥. documentation (fully commented) to support all aspects of software maintenance alongwith the source code both in hard and soft from. (5) [PC IF APPLICABLE]. It should contain exploded view of assemblas & sub-assembles alongwith contribution of all components included there in. Prices of all items be also provided for future use and update periodically. (6) <u>Workshop Manual</u> This document should include following: (a) Technical data & general technical description of system (b) Technical description of all sub-assemblies & sub-systems. (c) Level 3 & 4 maintenance routines alongatis detailed procedure supported by information contained in Job Information Cards, Engineering Procedure, Technical Repair Standard Lo. maintenance procedure in detail, too/fisst equipment required and list of sparse retores divided into following categories. 0 categories; Mandatory itoms High probability terms i.e> 50% usage Low probability terms i.e> 25% 1 Ξī, usage Occasional items i.e> 5% stage Consumable items N. ¥.: 0 (d) Complete circuit diagrams of all PCBs modules & sub-assemblies of equipment. (e) Fault diagnostic upto component level. (f) FATs record alongwith base line VA record if applicable (g) Major overhaul detailed procedure. (h) Parts ist. Technical data sheet (Reference/datum (j) Tech level data) 29 No.



 (2) Dever representations of electromagnetic (3) Electrow appress interference, electromagnetic (4) Compatibility, electromagnetic redistion, and Grounding lequidements. (5) Functional how and timing sequimements. (6) Signal definition (7) Digits idual definition to the bit level. (8) Store approximation of the bit level. (9) Store approximation of the bit level. (9) Store approximation of the bit level. (10) Open system instruction stack definition or its equivalents. (11) Electro actions procedures. (12) Starting and bit down secondose. (13) Accepting and bit down secondose. (14) Interfaue signal type (e.g. analog or digital. (15) Taming and other functional interdependencies. (16) System handling of wird conditione
b. Mochanical / Physical
 Additional physical autout ports (Ethernet / serial (NRNK); A desum (reference) serment to both offers. Demension and tolerance for all features of each participation provided. Compatibility of two marking parts / port and their specifications. Structural Load Loading conditions (static or dynamics). Duration of backing conditions.
d Handwarp Interface Requirements idetails
shall not be lensed to the following: (1) A shall cover complete hardware configuration details indocumentations, not just lensed to the pin level diagrams, connector type, electrical voltage cos
(2) Each output port type ports (Ethernet / serial VaRING), complete interface / seriaguration datable what the provided including periphonal devices connection, interface datable.
(3) DEM must provide sufficient decamentation so as PN shall be able to interface all horizons and perphenes devices with PN applications's (unlate available) - applications, indigeographic, of DEM

hel	мяирран.	
	hears interface. The requirements/ dotate coefficient of easity interface by medium and by challing and shall not be immed to the following:	
(1)	ICD shall cover in details the following formets	1
000	(d) Data type (b) Input, output controls codes (c) Input, output controls codes (c) Input, output controls codes (c) Range (c) Bits weighing, Baudi rase (c) Mit moxt immig constraints (c) Bits weighing (c) Mit moxt immig constraints (c) Mit moxt immig constraints <tr< td=""><td>•</td></tr<>	•
inpa	Handshaking details including data Bay ime and continand exchange mechanism. for and output data exchange.	
(1) SKON	boliment) Conditions retailited for equipment to function dy, stategic, attantop and coensiling scenarios failed and donined.	
(2) bomsk	Extraction and nominal environmental installed.	
(3)	Effect of interritisted extreme externer	

DP-3

DGDP REGISTRATION NO
Address
TELEPHONE NO.
OFFICIAL E-MAIL
Fax No
MOBILE NO

NAME OF THE FIRM

To:

Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre,

Naval Residential Complex E-8 ISLAMABAD

Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: <u>dpn@paknavy.gov.pk</u> Adpn31pre@paknavy.gov.pk

DEAR SIR

DATE_____

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

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

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

A. B. C.

YOURS FAITHFULLY,

(SIGNATURE OF TENDERER)

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

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

- (a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
- (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
- (c) WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE

COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.

- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

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

- 1. Name : ______
- 2. Father's Name : _____
- 3. Address (Residential) : _____
- 4. Designation in Firm : _____
- (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)