

GOVERNMENT OF PAKISTAN
Office of Attache Defence Procurement (Paris)

No. DP/FF/05/PARIS

Attache Defence Procurement
Embassy of Pakistan, 75008 Paris
Telephone No.+33 (0) 145 62 64 80
Fax No. +33 (0) 142 89 95 69
E-mail: parisadp@yahoo.com

October 2024

To: _____

Subject: **INVITATION TO TENDER (IT) AND GENERAL INSTRUCTIONS**

Dear Sir,

1. I invite you to tender for the Supply of Stores/ services/ Documents as per details indicated in the attached **Schedule to Tender (Form DP-2)**.
2. **Conditions Governing Contracts**. The 'Contract' made as a result of this IT shall mean the **Agreement** entered into between the **Parties** i.e. the '**Purchaser**' and the '**Seller**' on Attachee Defence Purchase (**Paris**) Contract Form in accordance with the law of **Contract Act, 1872** and other special conditions that may be added to given in contract for the supply of **Defence Stores/services and documents** specified herein and guidance provided by **Public Procurement Regulation Authority (PPRA)**.

Special Instructions. This IT contains some **MANDATORY CONDITIONS**, which if not agreed in its essence, shall render the offer Null-and-Void without any legal ramification to the offeree. No counter offer of any **MANDATORY CONDITION** shall be accepted. The conditions which are mandatory are marked in **Bold Capitals**. No reference, written / oral will be made in the IT / during under discussion contract of any previous contract concluded between the offerer and the offeree or the offerer with any other offeree inside or outside the territory of Pakistan. Tender documents and its conditions may please be read point by point and understood properly before quoting. In case of any deviation (except for the **MANDATORY CONDITIONS**) due to non-acceptance of tender conditions, the same should be highlighted alongwith your changed offer / conditions. Tender may however be liable to be rejected due to non-acceptance of any one or more conditions outlined by Purchaser in this IT.

3. **Delivery of Tender.** The offer is to be submitted in as under:-

- a. **Technical Offer.** The offer should contain all relevant specifications in triplicate **without prices**. It should be clearly marked on the face of envelope "**Technical Offer**", "**Tender Number**" and "**Date of Opening**". **Soft copy of Technical Offer should also be provided inside Technical Offer Envelope.**
- b. **Commercial Offer.** Only one copy of the offer (in original) and indicating prices quoted in figures as well as in words alongwith essential literature/ brochure as per itemized cost format at schedule to Tender (DP-2) be provided. It should be clearly marked on the face of envelope "**Commercial Offer**", "**Tender Number**" and "**Date of Opening.**" **Soft copy of Commercial Offer should also be provided inside Commercial Offer Envelope.**
- c. You shall submit your offers in two separate **Sealed Envelopes** i.e. one **copy of Commercial Offer** and **three copies of Technical Offer** in each one of the sealed envelopes, respectively. The commercial offer will include rates of items/ services called for and the technical offer will **NOT** indicate the rates. Both the types of offers are to be enclosed in separate envelopes and each envelope shall be properly sealed bearing the stamp/ signature of the bidder. Each envelope shall indicate **Type of Offer, IT Number and Date** and **IT Opening Date**. Thereafter, both the envelopes (**Technical and Commercial Offer**) be put in one envelope (second cover) duly sealed and stamped/ signed. This cover should bear the **address as mentioned on 1st page of IT**. This should be further placed in another cover (third cover), addressed as following, without any indication that there is a tender within it:-

Group Captain Khalid Hayat Khan
Attache Defence Procurement
Embassy of Pakistan, 75008 Paris
Telephone No.+33 (0) 145 62 64 80
Fax No. +33 (0) 142 89 95 69
E-mail: adpparis@dgdp.gov.pk

- d. **Technical Offer** i.e. without prices will be opened on the day of tender opening as given in **Schedule to Tender (Form DP-2)** and will be **Technically Scrutinized**. **Commercial Offer** will be opened, when technical offer is accepted by this office. Date of opening for **Commercial Offer** would be intimated to the firm in advance if not opened on same date, **Commercial Offer** of the firm will be returned to the firm unopened alongwith **Earnest Money** if technical offer is not technically accepted.

4. **Date and Time for Receipt of Tender.** Your tender must reach this office by the date and time specified in the **Schedule to Tender (Form DP-2)** attached. This office will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will **NOT** be entertained and will be regarded as "**POST TENDER OFFER**". The appointed time will, however, fall on next working day in case of closed/ forced holiday.

5. **Tender Opening.** **Technical Offer** shall be opened at least thirty minutes (30 minutes) after the deadline for submission of bids on same day. **Commercial Offer** will be opened at later stage if **Technical Offer** is found acceptable on examination by **Technical Authorities**. **Date and Time** for opening of commercial offer shall be intimated later if not opened on the day of tender opening. Only legitimate representatives of the firm are to attend the tender opening.

6. **Validity of Offer (MANDATORY CONDITION)**. The validity period of your quotations must be indicated in both **Technical** and **Commercial Offers** and should invariably be **90 days extendable to 120 days** from the date of opening of **Commercial Offer**.
7. **Quoting of Rates**. Only one rate shall be quoted for one activity, item wise (covering detailed breakdown).
8. **Return of IT**. In case you are **NOT** quoting, please return the tender enquiry stating the reasons for **NOT** quoting.
9. **Withdrawal of Offer**. Your firm cannot withdraw the offer before signing of contract and within validity period of offers. If your firm withdraws its offer within validity period, then future tenders will not be issued to firm.
10. **Rights Reserved**. This office reserves full rights to **accept, reject or cancel all offers including the lowest, without assigning reasons for its rejection**
11. **Application of Secrecy / Non-Disclosure Agreement**. All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the. You are therefore, requested to ensure complete Secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information. The offerer will have to sign **Non-Disclosure Agreement** as **Annexure-A** to this IT.
12. **FORM DP-2, DP-3 and Questionnaires**. **Form DP-2 and DP-3** duly filled in are to be returned with the offer duly stamped/ signed by the authorized signatory/ person.
13. **Grievances Redressal**. Any bidder feeling aggrieved by any act of this Office after submission of his bid and prior to award of the contract may lodge a written, complaint to **Grievances Redressal Committee (GRC)** constituted at **Directorate General Defence Purchase (DGDP), Ministry of Defence Production Pakistan** under Rule-48 of Public Procurement Rules (PPR)-2004.
14. **Acknowledgment**. Pls send acknowledgement slips (attached with this IT) within Two (2) days from the date of receipt of this IT. This IT consists of ~~17~~ pages.

Yours faithfully,



Group Captain
for and on behalf of the
President of Islamic Republic of Pakistan
(Khalid Hayat Khan)

PART - ISCHEDULE TO TENDER

1. IT No DP/FF/05/Paris : Dated **03 -10- 2024**
2. Time and Date of Tender Opening : **At 1200hours on 04-11- 2024.**
3. The tender shall remain open for acceptance till : **(By Hand) 1100 hours on 04-11- 2024.**
(By Post) 1030 hours on 04-11- 2024
4. Description of store required:-

- a. Salient Features of the The Contract is at Annex A:-

| | | | |
|-----|--|---|------------|
| (1) | Capabilities and Qualifications of the Tender | - | Appendix A |
| (2) | Schedule of Freight Forwarder Services | - | Appendix B |
| (3) | Service Aircraft Shipment to Pakistan | - | Appendix C |
| (4) | Air/Sea Receipt from Pakistan Through Commercial Sources | - | Appendix D |
| (5) | Air/Sea Receipt from Pakistan Through PAF Aircraft/Pak Navy Ship | - | Appendix E |

- b. Non-Disclosure agreement is at Annex B
- c. Performance bank guarantee form is at Annex C

CAPABILITIES AND QUALIFICATIONS OF THE TENDERS

1. FREIGHT FORWARDER SERVICES FROM FRANCE AND MAINLAND EUROPE INCLUDING EASTERN EUROPE (Give List of the Countries).

.....
.....
.....
.....

2. LIST OF REPRESENTATIVES / OFFICES THROUGHOUT EUROPE WITH COMPLETE POSTAL ADDRESS (Attach List of the same).

3. FREIGHT FORWARDING EXPERIENCE WITH MAJOR AIRCRAFT, SHIPS AND OTHER MILITARY SYSTEMS MANUFACTURERS IN FRANCE. PLEASE GIVE EXAMPLES OF LAST THREE CURRENT CONTRACTS.

.....
.....
.....
.....

4. ACCREDITATION FROM FRENCH MINISTRY OF DE-FENCE (Attach Documents).

.....
.....
.....
.....
.....

SCHEDULE OF FREIGHT FORWARDER SERVICES

1. AIR / SEA SHIPMENT TO PAKISTAN

| |
|---|
| INLAND TRANSPORTATION FROM MANUFACTURER / SUPPLIER FACILITY -to SEA / AIR PORT AS PER THE INCOTERMS OF THE CORRESPONDING CONTRACT |
| HANDLING CHARGES |
| STORAGE |
| MARKING OF PACKAGES |
| LOADING SEA SHIPMENT ONLY |
| CUSTOM CLEARANCE CHARGES |
| BILL OF LADING / AIR WAY BILL |
| RE-PACKING |
| CHARGES DUE TO CARRIER (UNDER IATA RULES) |
| SERVICE CHARGES |
| VALUE ADDED TAXES / ANYOTHER TAX LEVIED BY AUTHORITIES |

2. SERVICE AIRCRAFT SHIPMENT TO PAKISTAN
(C-130 + BOEING 707 A/C OF PAF)

| |
|--|
| WAREHOUSE HANDLING IN / OUT |
| CUSTOM CLEARANCE CHARGES |
| CUSTOM CLEARANCE FEE |
| TRANSPORTATION TO AIRPORT |
| LOADING OF CARGO |
| WAITING TIME INCLUDING WEEK ENDS, PUBLIC AND BANK HOLIDAYS |
| PREPARATION OF INLAND BILL OF LADING |
| FREIGHT FORWARDER'S CO-ORDINATION FEE |
| VALUE ADDED TAXES / ANYOTHER TAX LEVIED BY AUTHORITIES |

AIR / SEA RECEIPT FROM PAKISTAN THROUGH COMMERCIAL SOURCES

| |
|--|
| TRANSPORTATION FROM AIRPORT / SEA PORT FREIGHT FORWARDER'S WAREHOUSE AND TO MANUFACTURER'S REPAIR FACILITIES |
| HANDLING CHARGES |
| STORAGE |
| CUSTOM CLEARANCE CHARGES |
| CHARGES DUE TO CARRIER |
| SERVICES CHARGES |
| SURETY BOND FEES |
| VALUE ADDED TAXES / ANY OTHER TAX LEVIED BY AUTHORITIES |

**AIR / SEA RECEIPT FROM PAKISTAN THROUGH PAF
AIRCRAFT / PAK NAVY SHIP**

| |
|--|
| TRANSPORTATION FROM AIRPORT / SEA -to WAREHOUSE |
| HANDLING CHARGES |
| CUSTOM CLEARANCE CHARGES |
| SURETY BOND FEES |
| OFF-LOADING CARGO |
| VALUE ADDED TAXES / ANYOTHER TAX LEVIED BY AUTHORITIES |

UNDERTAKING

Tender No _____
Name of the Firm _____
Contractor's Telegraphic Address _____
Code Used _____
Date _____
Telephone No _____

To: Attache Defence Procurement
Embassy of Pakistan
18 Rue Lord Byron
75008 Paris

Dear Sir,

1. I/ We hereby offer to supply to the Attache Defence Procurement (Paris) 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 upto 120 days after opening of commercial offer 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 and have thoroughly examined the instructions in the schedule hereto and am/ are fully aware of the nature of the stores/services 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: _____

Note: 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 Procreation".
- 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.

SALIENT FEATURES OF THE CONTRACT

1. **Validity of the Agreement:**

(a) The Agreement will be effective from 16 December, 2024 and will remain in force for next 03 years.

(b) The Embassy shall have the right unilaterally to extend the terms hereof for a period not to exceed three (03) months exclusively to enable Freight Forwarder to effect the completion of all shipments and subsequent payments against outstanding invoices

2. **Responsibilities of freight forwarder:**

(a) Freight Forwarder will provide all freight forwarding and customs clearance / brokerage services, on behalf of the EMBASSY (ADP Paris), for all items, as set forth herein.

(b) Freight Forwarder's responsibilities hereunder shall include, but not be limited to, such services, which are usually and customarily carried out by Freight Forwarders. Any other type of shipment solutions, required by Embassy of Pakistan, would be fulfilled and resolved by Freight Forwarder in the limits of the INCOTERMS, Transport International Regulations and State Regulations.

3. **Payment:**

(a) In consideration of the performance of services hereunder, Embassy shall pay to Freight Forwarder at the rates which would be decided in the contract.

(b) Embassy shall use its best efforts to pay all invoices submitted by Freight Forwarder which conform fully to this agreement within 30 days from date of issuance of the invoice and subject to receipt at ADP, Paris office on the same date thereof. If any invoice does not so conform, or is disputed, the Embassy will so advise Freight Forwarder within said 30 days for its clearance. Requirement of documents for consequent payment to FF can be obtained from ADP Paris office.

4. **Periodical Reports:**

The Freight Forwarder will provide a monthly statement showing contract wise supplies shipped and consignment received from Pakistan for repair / overhaul and against report of discrepancies.

5. **Insurance:**

Freight Forwarder will arrange insurance of insurable articles as specified in any applicable supply contract or if otherwise requested by ADP, Paris.

6. **Shelf Life Items (Hazardous Cargo):**

(a) Shelf life hazardous cargo must be dispatched immediately according to priority

assigned by indentor so that the cargo must reach to consignee before expiry of life.

(b) If hazardous cargo is received without IATA certificate and is required to be dispatched by air. The Freight Forwarder will arrange repacking, obtain IATA certificate and dispatch of the stores by air under instructions of ADP, Paris. If hazardous cargo is received not packed according the IATA regulations and without IATA certificate, FF will not involve his responsibility and will ask the shipper to repack at his own cost the hazardous cargo with appropriate IATA approved material. Same for the dangerous goods certificate, shipper will have to issue a certificate in accordance with the IATA regulations. In case the shipper is ignorant of these regulations, FF will guide him and will recommend a specialized packing company. In that case, the expenses for this job will be borne by the shipper.

7. **Mode of Shipment:**

Mode of shipment (by Air / or Sea) of each consignment will be approved by ADP. Non-compliance of instruction causing delay / extra expenditure will stand as a liability of the Freight Forwarder who shall be liable for any and all consequential losses suffered by the Embassy of the Pakistan Government.

8. **Inspection:**

Immediately on receipt of cargo, it will be ensured that the packages and documents are inspected for correctness of marking and packaging. Any package found to be defective or broken will be taken up by the Freight Forwarder with the source of supply / carrier under intimation to ADP Paris.

9. **Pre-award Inspection:**

To be considered for award, bidder should be regularly engaged in ocean freight forwarding service at the port area in which any contract is to be awarded and must have adequate financial responsibility to carry out all of the terms and conditions of the contract. The establishment, equipment and financial responsibility of the Freight Forwarder, will be subject to pre-award inspection. Bid may be rejected if facilitates, equipment and / or financial responsibility are determined to be inadequate for the proper performance of the services covered by invitation for Bids.

10. **Bank Guarantee:**

As a condition of this Agreement, the Freight Forwarder will furnish an unconditional and irrevocable Bank Guarantee / Security Deposit / Pay Order from a scheduled bank of Pakistan for an amount of FE **Euro 40,000.00** as per specimen attached at Appendix "G". The Bank Guarantee will be endorsed in favor of CMA (DP) Rawalpindi. The Bank Guarantee will be sent to Embassy of Pakistan, ADP (Paris) office within 30 days after signing of the contract and will remain valid for 120 days after the expiry of said contract.

11. **Liability for Loss and Damage:**

(a) In case of loss/damage/destruction of any stores covered by proposed contract during the period when such stores are in its custody, the Freight Forwarder shall be liable to ADP, Paris in the exact amount of loss, including consequential damages except where the Freight Forwarder majeure and that such loss was not

caused or contributed to by a willful act or omission or any negligence whatsoever of Freight Forwarder in caring for the property.

12. **Service to be rendered by Freight Forwarder for Sea / Air shipment:**

The stores i.e. vehicles, equipment and parts are purchased from several sources i.e. Ministry of Defence France and commercial sources. Shipment of these stores has to be subjected to any contracts that may have with the shipping lines. These are mostly shipped from following Seaport / Airports, are carried by our shipping lines / airlines:-

(a) Sea Ports

| | | | |
|---------|----------------------------|---|------------------|
| (i) | Antwerp | - | Belgium |
| (ii) | Bremen | - | Germany |
| (iii) | Hamburg | - | Germany |
| (iv) | Barcelona | - | Spain |
| (v) | Copenhagen | - | Denmark |
| (vi) | Genova | - | Italy |
| (vii) | Gothenburg | - | Sweden |
| (viii) | Uddevalla | - | Sweden |
| (ix) | Halmstad | - | Sweden |
| (x) | Helsinki | - | Finland |
| (xi) | Gdansk | - | Poland |
| (xii) | Marseille | - | France |
| (xiii) | Rotterdam | - | Netherland |
| (xiv) | Vilnius | - | <u>Lithuania</u> |
| (xv) | London | - | United Kingdom |
| (xvi) | Lebanon sea ports | | |
| (xvii) | Libya sea ports | | |
| (xviii) | Any other European Seaport | | |

(b) Air Ports

| | | | |
|--------|----------------------------|---|------------------|
| (i) | Frankfurt | - | Germany |
| (ii) | Brussels | - | Belgium |
| (iii) | Copenhagen | - | Denmark |
| (iv) | Amsterdam | - | The Netherland |
| (v) | Zurich | - | Switzerland |
| (vi) | Oslo | - | Norway |
| (vii) | Paris | - | France |
| (viii) | Rome | - | Italy |
| (ix) | Stockholm | - | Sweden |
| (x) | Vilnius | - | <u>Lithuania</u> |
| (xi) | London | - | United Kingdom |
| (xii) | Lebanon Air ports | | |
| (xiii) | Libya Air ports | | |
| (xiv) | Any other European Airport | | |

NON-DISCLOSURE AGREEMENT

1. The Recipient _____ (Name of CEO/ Director) of _____
_____ (Name of firm) hereto desires to have business interactions with _____
_____ (Department/ Sponsor) for _____ (Purpose).

2. During these interactions, the interacting department/ sponsor (termed as **disclosing party**) may share certain proprietary information with the firm or its representative (termed as **Recipient** for the purpose of this agreement). Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, We the recipient hereto agree as follows:-

a. **Definition of Confidential Information**

(1) Purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:-

- (a) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
- (b) Plans for products or services, and customer or supplier lists.
- (c) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method.
- (d) Any concepts, reports, data know-how, work-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets.
- (e) Any other information that should reasonably be recognized as confidential information of the Disclosing Party.
- (f) Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

(2) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party.

b. **Disclosure of Confidential Information.** From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:-

(1) Limit disclosure of any confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who

have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose, but not without the prior approval of the competent authority of disclosing party.

- (2) Advise its representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information as confidential and shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information.
- (3) Not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein/ authorized).
- (4) Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

c. **Use of Confidential Information**

- (1) The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.
- (2) No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.
- (3) All use of Confidential Information by Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.
- (4) Nothing contained herein is intended to modify the parties existing agreement that their discussions in furtherance of a potential business relationship are governed under the rule.

d. **Compelled Disclosure of Confidential Information**

- (1) Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party).
- (2) The Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.

- (3) The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief.
- (4) Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

3. **Term**. This Agreement, notwithstanding the foregoing, the parties duty to hold in confidence Confidential Information that was disclosed during interaction shall remain in effect indefinitely.

4. **Remedies**

- a. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate.
- b. Therefore, both parties hereby agree that the disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
- c. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

5. **Return of Confidential Information**

- a. Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:-
 - (1) The completion or termination of the dealings between the parties contemplated hereunder the termination of this Agreement or
 - (2) At such time as the Disclosing Party may so request, provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the receiving Party supervising the destruction).

6. **Notice of Breach**. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its

Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

7. **Final Binding to the Agreement**

- a. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement..
- b. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- c. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the state applicable .
- d. The state courts shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- f. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).
- g. All such notices or communications shall be deemed to have been given and received:-
 - (1) In the case of personal delivery or electronic-mail, on the date of such delivery.
 - (2) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
 - (3) In the case of mailing, on the seventh business day following such mailing.
- h. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- i. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from:-

- (1) Developing, making or marketing products or services that are or may be competitive with the products or services of the other or
 - (2) Providing products or services to others who compete with the other.
- j. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

PARTIES

| | |
|--|---------------------------|
| Rank: _____ | Name: _____ |
| Designation: _____ | Appointment: _____ |
| Name: _____ | Organization/ Firm: _____ |
| For and on behalf of Islamic Republic of Pakistan | Name: _____ |
| Date: _____ 2024 | Date: _____ 2024 |

BANK GUARANTEE FOR PERFORMANCE

- (i) Contract No. _____ Dated _____
(ii) Name of firm/Agent _____
(iii) Address of firm /Agent _____

(iv) Name of guarantor _____
(v) Address of guarantor _____
(vi) Amount of guarantee _____
(In words: _____)
(vii) Date of expiry of guarantee _____

To: **The President of Islamic Republic of Pakistan through CMA (DP) Rawalpindi
(The Attaché Defence Procurement, Embassy of Pakistan, Paris)**

Sir,

1. Whereas you are having entered into Contract No. _____
dated _____ with M/s _____
(full name and address), hereinafter referred to of our Customer and that one of the conditions of
the Contract is the submission of unconditional Bank Guarantee for a sum of Euro 40,000.00.
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 of Euro 40,000.00 as would be mentioned in
your written Demand Notice.
- (b) To keep this guarantee in force till 36 months beyond the delivery period.
- (c) That the validity of this Bank Guarantee shall be kept on clear three years ahead of
the original/extended delivery period or the warranty of the stores whichever is later in
duration on receipt of information from our Customer _____
_____ 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 closing bank hours on the last date of
the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us
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/alteration or

addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Euro _____.

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

Guarantor:

Dated: _____

(Bank seal an