

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

Contact For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262307  
Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk) 051-9262307 [adpn36@paknavy.gov.pk](mailto:adpn36@paknavy.gov.pk)

P-36/FOR Section (Contact: 051-9262307, Email: [adpn36@paknavy.gov.pk](mailto:adpn36@paknavy.gov.pk))

Tender No and Date R2504360441

Tender Description Procurement of 18 x DJI Mavic 3T QuadCopter

IT Opening Date 06/05/2025

Firm Name \_\_\_\_\_

Postal Address \_\_\_\_\_

Email Address for Correspondence \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Number (Landline \_\_\_\_\_) (Mobile \_\_\_\_\_)

Document to be Attached with Quotation

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

Sealed Envelop 1 – Technical Offer in Duplicate

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

S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))	_____	_____
2	DP-1 Form of IT with tick mark against each clause and initiated on each page	_____	_____
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page	_____	_____
4	Annex A of IT duly filled (with compliance remarks)	_____	_____
5	Annex B & C of IT (with compliance remarks)	_____	_____
6	DP-3 Form of IT (duly filled & Signed)	_____	_____
7	Manufacturer Authorization letter (where applicable)	_____	_____
8	Manufacturer Price list (where applicable)	_____	_____
9	DRAP registration letter (in case of medical)	_____	_____
10	DGDP Registration Letter (If firm is registered with DGDP)	_____	_____
11	Tax Filing 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	Firms Commercial Offer	01 x Original
2	Principal Invoice (where applicable)	01 x Original
3	Duly filled DP-2 Form of IT	01 x Original

Firms Declaration

It is certified that we have submitted tender in compliance with above instructions and we understand

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

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

Through Bahria Gate

Near SNIDS Centre,

Naval Residential Complex

Contact: For General Queries: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262307

Email: dpn@paknavy.gov.pk  
adpn36@paknavy.gov.pkM/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2 Caution This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 ([www.ppra.org.pk](http://www.ppra.org.pk)) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood  
agreedUnderstood  
not agreed☐☐

3 Conditions Governing Contracts The 'Contract' made as result of this I/T (Invitation to Tender) i.e. 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 and Instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood  
agreedUnderstood  
not agreed☐☐

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

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

<input type="checkbox"/> Understood agreed	<input type="checkbox"/> Understood not agreed
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b Technical Offer: (Where Applicable)

Should contain all

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

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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

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

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

e FORM DP-1, DP-2, DP-3 and Questionnaires.

Form DP-1, DP-2 Understood Understood

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

agreed not agreed

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

Directorate of Procurement (Navy)

Through Bahria Gate  
Near SNIDS Centre,  
Naval Residential

Contact: For General Queries: 051-9262306  
Bahria Gate: 0331-5540649  
Section: 051-9262307

Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)  
[adpn36@paknavy.gov](mailto:adpn36@paknavy.gov)

5 Date and Time For Receipt of Tender.

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

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agreed not agreed

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6 Tender Opening.

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

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7. Validity of Offer.

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of 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.

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agreed not agreed

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

- 8 Part Bid Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. Understood  
agreed ☐ ☐ Understood  
not agreed
- 9 Quoting of Rates Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firms Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). Understood  
agreed ☐ ☐ Understood  
not agreed
- 10 Return of I/T ITs are to be handled as per following guidelines: Understood  
agreed ☐ ☐ Understood  
not agreed
- a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.
- b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.
- c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.
11. Withdrawal of Offer Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year. Understood  
agreed ☐ ☐ Understood  
not agreed
12. Provision of Documents in case of Contract In case any firm wins a contract, it will deposit following documents before award of contract: Understood  
agreed ☐ ☐ Understood  
not agreed
- a. Proof of firms financial capability.
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- c. Principal/Agency Agreement.
- d. Registration with DGDP (Provisional Registration is mandatory)
13. Treasury Challan Understood  
agreed ☐ ☐ Understood  
not agreed
- a. Offers by registered firms must be accompanied with a Challan form of Rs 200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.
- b. Firms, un-registered / un-indexed with GDP (Registration Section) are to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).



14. Earnest Money/Tender Bond

Please ensure Earnest Money is ☐ understood ☐ understood

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

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

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

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

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

15. Documents for provisional registration

In case your firm wins a

contract on Earnest Money (EM) , it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:- ☐ understood ☐ understood

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
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. Inspection Authority. CINS, Joint inspection will be carried out by ☐ Understood ☐ Understood  
 INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS ☐ agreed ☐ not agreed  
 inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of ☐  
 the contract. ☐

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

18. Documents Required. Following documents are required to be ☐ Understood ☐ Understood  
 submitted along with the ☐ agreed ☐ not agreed  
 quote:

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

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

19. Rejection of Stores/Services. The stores/services offered as a ☐ Understood ☐ Understood  
 result of contract concluded against this tender may be rejected as ☐ agreed ☐ not agreed  
 follows: ☐

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

20. Rejection of Stores/Services

To ensure timely and correct supply

Understood Understood

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

agreed not agreed

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21. Integrity Pact

There shall be "zero tolerance" against

Understood Understood

bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:

agreed not agreed

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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.e. w Rule-7 of PPRA-2004. The form is available at [www.ppra.org.pk](http://www.ppra.org.pk) or can be requested at [dpr@paknavy.gov.pk](mailto:dpr@paknavy.gov.pk)

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

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

22. Correspondence

All correspondence will be addressed to the

Understood Understood

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

agreed not agreed

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23. Pre-Shipment Inspection

PN may send a team of officers

Understood Understood

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

agreed not agreed

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

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

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26. Price Variation

Understood  
agreed

Understood  
not agreed

- a. Prices offered against this tender are to be firm and final.  
b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.  
c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

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27. Force Majeure

Understood  
agreed

Understood  
not agreed

- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.  
b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.  
c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.  
d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.  
e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

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

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

Understood  
agreed

Understood  
not agreed

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30. Liquidated Damages (LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & 1-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

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not agreed

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31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP & 1-35.

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

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34. Termination of Contract.

Understood  
agreed

Understood  
not agreed

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

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

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

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

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

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

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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

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

38. Disqualification

Offers are liable to be rejected if:-

- Received later than appointed/fixed date and time.
- Offers are found conditional or incomplete in any respect.
- There is any deviation from the General /Special/Technical Instructions contained in this tender.
- Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- Treasury challan is NOT attached with the technical offer.
- Multiple rates are quoted against one item.
- Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- If the validity of the agency agreement is expired.
- The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa.
- Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- Earnest money is not provided.
- Earnest Money is not provided with the technical offer (or as specified).
- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- Offer made through Fax/E-mail/Cable/Telex.
- If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer.

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

39. Appeals by Supplier/Firm

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

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

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

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

Understood  
agreed

Understood  
not agreed

☐
☐

41. For Firms not Registered with DGDP For Firms not Registered with DGDP, Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website ww.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above

Understood  
agreed

Understood  
not agreed

☐
☐

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

Understood  
agreed

Understood  
not agreed

☐
☐

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



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

Understood  
agreed

☐

Understood  
not agreed

☐

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

Understood  
agreed

☐

Understood  
not agreed

☐

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

Understood  
agreed

☐

Understood  
not agreed

☐

Sincerely yours,

\_\_\_\_\_  
(To be Signed by Officer Concerned)

Rank: \_\_\_\_\_

NAME: \_\_\_\_\_

DPL-15 (WARRANTY)

FIRM'S NAME M/s \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

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

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

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

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

dated \_\_\_\_\_  
with Messers \_\_\_\_\_  
(Full Name and Address)

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

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

a. To pay to you unconditionally on demand and/or without any reference to our Customer  
and amount not exceeding the sum of Rs. \_\_\_\_\_ Rupees or

3. FE (as applicable) \_\_\_\_\_ your written Demand Notice as would be mentioned in

a. To keep this Guarantee in force till \_\_\_\_\_

b. That the validity of this Bank Guarantee shall be kept one clear year ahead of the  
original/extended delivery period or the warranty of the stores which so ever is later in  
duration on receipt of information from our Customer i.e. M/s \_\_\_\_\_

c. 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/alteration 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. To keep this Guarantee in force till \_\_\_\_\_.
- g. 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 \_\_\_\_\_
- h. 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.
- i. 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.
- j. 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 \_\_\_\_\_).
- k. 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.
- l. That this an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: \_\_\_\_\_

(Bank Seal and Signatures)

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

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

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

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

ATTESTED BY OATH COMMISSIONER WITH STAMP



INVITATION TO TENDER FORM

1 Schedule to Tender No. 2490040\R2504360441 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:05 Hours on 2025-05-06 11:00:00.0 Please drop tender in the Tender Box No. 205

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.

4 You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at [www.ppra.org.pk](http://www.ppra.org.pk)

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null   Procurement of DJI Mavic 3T QuadCopter Detailed, Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	18.0 NUMBERS		
	Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes	No
	Grand Total			

## Terms and Conditions

1. Terms of Payment As per Annex B
2. Origin of OEM To be Indicated by the Firm
3. Origin of Stores To be Indicated by the Firm
4. Technical Scrutiny Report Required
5. Delivery Period within 08 months after Contract Effective Date.
6. Currency PAK RUPEES
7. Basis for acceptance FOR
8. Bid validity The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-25.
9. Tendering procedure Single Stage - Two Envelopes  
bidding procedure will be followed, PPRA Rule 36 refers.

## 10. Earnest Money/Tender Bond

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

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

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

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

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

13. Special Note

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

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

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

DP-3

Tender No R-2043041  
Name of the Firm.....  
DDGP Registration No..... Mailing  
Address.....  
Date.....  
Telephone No.....  
Official E-Mail.....  
Fax No.....  
Mobile No of contact person.....

To:

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

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

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

YOURS FAITHFULLY,

.....  
(SIGNATURE OF TENDERER)

.....  
(CAPACITY IN WHICH SIGNING)

ADDRESS: .....

DATE: .....

SIGNATURE OF WITNESS: .....

ADDRESS: .....

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

- (a) Whether signing as "Sole Proprietor" of the firm or his attorney.
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (c) Whether signing for the firm "per 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



**ANNEX 'A' TO  
NHQ**

**INDENT NO  
2490040**

**DATED 11  
FEB 25**

**SPECIFICATIONS AND SPECIAL INSTRUCTIONS FOR QUAD COPTERS**

1. **Introduction** Procurement of DJI Mavic 3T (Day & Night mode) Quadcopter or equivalent/ above.
2. **Required Operational Capabilities For Quad Copter** The Quad Copter should have following standard features and options and accessories:

S No	Description	Required Capabilities	Firm's Reply/ Remarks
1.	Dimensions (Approximate)	Folded: 221x96x90mm Unfolded: 340x240x100mm	
2.	Weight without propellers without accessories	920 g	
3.	Max Takeoff weight	1050 g	
4.	Operating frequency	2.400 - 2.4835 GHz 5.725 - 5.850 GHz	
5.	Max Speed	Normal 15 m/s Sports 21	
6.	Max Service ceiling	3000 m-6000m	
7.	Altitude	100-1000 m	
8.	Max Wind Resistance	8-12 ms or more	
9.	Effective/ Max Flight Time	45-90 Mins	
10.	Range	5-25 Km	
11.	Cameras Resolution	<b>Thermal/ night mode:</b> 1-1/2 CMOS (sensor), Effective pixels: upto 48 MP or more, Format Equivalent: 24mm Aperture: f/2.8 Optical/ Digital Zoom (upto 32 x or more) upto 640 x 512 pixel @ 30Hz or more, Digital Zoom: upto	
12.	Supporting Mounting	<b>Gimbals/</b> For visual Camera and thermal camera Single Gimbal Downward or	
13.	Display Tablet Interface	Crystal HD Display 5 - 7.85" or	
14.	Storage capacity	Internal Storage (ROM) : 64 GB Support microSD card to expand capacity.	
15.	GNSS	GPS + GLONASS + GALILEO	
16.	Operating Temp	-10° to 50° C	

17.	<b>Power Supply</b>	-Suitable/Extended Intelligent Battery (operating voltage; upto 17.6 V or above) -Battery capacity (3850 mAh or above)	
18.	<b>Addl Optl Accessory (if any)</b>	RTK module -2D/3D Mapping (if applicable)	
19.	<b>Training Simulator</b>	Suitable/ having all features of offered system (Licensed version, if applicable)	

**ANNEX 'B' TO**  
**INDENT**  
**NO. 2490040**  
**DATED 11 Feb 2025**

**GENERAL CONDITIONS AND REQUIREMENTS**

S No	GENERAL REQUIREMENT/ CONDITIONS	Firm's Remarks (Compile/ Not Compile)																
1.	<p><b><u>SCOPE OF SUPPLY/ WORK</u></b></p> <p>The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on FOR/DDP Karachi basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.</p> <p>The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the equipment/goods/stores and supply the Services within 08 months after Contract Effective Date.</p>																	
2.	<p><b><u>PROJECT SCHEDULE</u></b></p> <p>The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates.</p> <p>If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.</p>																	
3.	<p><b><u>SCHEDULE OF PAYMENTS</u></b></p> <p><b><u>SCHEDULE OF PAYMENTS</u></b></p> <p>All payments to the Supplier shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP (N):-</p> <table><tr><th>Months</th><th>Activity</th><th>Payment %</th><th>Remarks</th></tr><tr><td colspan="4">T<sub>0</sub> = Contract effective date</td></tr><tr><td>T<sub>0</sub> + 7</td><td>Delivery of Quadcopters</td><td>60%</td><td><ul style="list-style-type: none"><li>• Invoice in triplicate</li><li>• Milestone completion certificate</li></ul></td></tr><tr><td>T<sub>0</sub> + 8</td><td>Acceptance of Quadcopters and conduct of training</td><td>30%</td><td><ul style="list-style-type: none"><li>• Invoice in triplicate</li><li>• Milestone completion certificate</li></ul></td></tr></table>	Months	Activity	Payment %	Remarks	T <sub>0</sub> = Contract effective date				T <sub>0</sub> + 7	Delivery of Quadcopters	60%	<ul style="list-style-type: none"><li>• Invoice in triplicate</li><li>• Milestone completion certificate</li></ul>	T <sub>0</sub> + 8	Acceptance of Quadcopters and conduct of training	30%	<ul style="list-style-type: none"><li>• Invoice in triplicate</li><li>• Milestone completion certificate</li></ul>	
Months	Activity	Payment %	Remarks															
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T <sub>0</sub> + 7	Delivery of Quadcopters	60%	<ul style="list-style-type: none"><li>• Invoice in triplicate</li><li>• Milestone completion certificate</li></ul>															
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	<table border="1"> <tr> <td>T<sub>0</sub>-20</td><td>Completion of 10% warranty period and issuance of CRV</td><td> <ul style="list-style-type: none"> <li>• Invoice in triplicate</li> <li>• Milestone completion certificate.</li> <li>• Copy of CRV issued by consignee.</li> </ul> </td></tr> </table>	T <sub>0</sub> -20	Completion of 10% warranty period and issuance of CRV	<ul style="list-style-type: none"> <li>• Invoice in triplicate</li> <li>• Milestone completion certificate.</li> <li>• Copy of CRV issued by consignee.</li> </ul>	
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4.	<p><b><u>PERFORMANCE BANK GUARANTEE (PBG)</u></b></p> <p>To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional Performance Bank Guarantee in favour of CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for an amount equal to 10% of the total Contract value (on a Judicial Stamp Paper) of appropriate value as per prescribed format. This PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.</p>				
5.	<p><b><u>CONTRACT EFFECTIVE DATE (CED)</u></b></p> <p>CED shall be established and notified by the Purchaser upon completion of following pre-requisites:</p> <ol style="list-style-type: none"> <li>Contract signing.</li> <li>Approval of Export License.</li> <li>Submission of BGs by the Supplier.</li> </ol>				
6.	<p><b><u>EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)</u></b></p> <p>The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the Goods and Supplies.</p> <p>Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.</p> <p>In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract.</p>				

	<p>The Parties acknowledge that being granted any import license that may be required by applicable law is beyond the reasonable control of the Supplier and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution.</p> <p>After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses shall not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.</p>	
7.	<p><b><u>TRANSFER OF TITLE AND RISK</u></b></p> <p>Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the 'INCOTERM 2020 used in the Contract.</p> <p>Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.</p>	
8.	<p><b><u>SYSTEM SOFTWARE</u></b></p> <p>Drone/Quadcopter shall be provided along with relevant operating software, documentation, training and fault finding/ diagnosis for continued supportability. In addition following shall also be required:</p> <ol style="list-style-type: none"> <li>Software program (in English language) shall be user friendly.</li> <li>The software modules shall be fully documented in the software documentation for understanding their operations.</li> <li>It shall be fully supportable for through life in case of an upgrade in hardware is necessary due to maintainability and/or technological advancements.</li> <li>Software shall be warranted for a period of at least 05 years of trouble free operation.</li> <li>Necessary software for running the diagnostic test up to component level shall also be provided.</li> </ol>	
9.	<p><b><u>PRODUCT PRESENTATION/ DEMONSTRATION TRIALS</u></b></p> <p>The OEM shall provide System Functional Performance Requirements (SFPR) for tests/ trials. Demonstration/ trials offered by OEM shall be carried out at PN Premises/ Karachi to assess satisfactory performance of the product against documented parameters on No Cost No Obligation basis as part of procurement procedure (if required).</p>	

10.	<p><b><u>INTEGRATED LOGISTIC SUPPORT (ILS) PACKAGE</u></b></p> <p>Preferably, data for ILS system may be provided as per standardized ILS package established by Naval Configuration Management Authority (NCMA) and its associated hardware/ software in order to fully support and maintain the system for all hardware/ software developed. However, if same is not possible than all catalogues pertaining under mentioned categories are to be provided by supplier:</p> <ol style="list-style-type: none"> <li>Support &amp; test equipment</li> <li>Technical document/ drawing</li> <li>Fault finding techniques documents</li> <li>Software instructions</li> <li>OEM details</li> <li>Integrated Parts Catalogue (IPC)</li> <li>Computer Aided Management System (if applicable)</li> </ol>	
11.	<p><b><u>DOCUMENTATION</u></b> Supplier shall provide below listed details of technical contents of the provided system for updating records/ technical documentation by PN</p> <ol style="list-style-type: none"> <li><b><u>Operating Manual.</u></b> This document shall provide detailed operating procedures for system.</li> </ol>	
12.	<p><b><u>TRAINING</u></b> Supplier shall provide formal training to the operators of Quadcopter. Moreover, training shall also be imparted to the maintenance crew w.r.t installation/ removal and servicing/ maintenance/ repair of various equipment (O and I Level maintenance and component repair). Maintenance training shall enhance capability of PN team for rectification of unscheduled defect including major accidents. In this regard, following is relevant:</p> <ol style="list-style-type: none"> <li><b><u>Operator/ Maintainer OJT Training.</u></b> To enable PN operator to use and maintain the system to its optimum capabilities. Supplier shall provide operator/ maintainer training to PN selected crew (i.e. 2 x operators &amp; 2 x maintainers from each site/ unit) covering flying training for operation and basic training for servicing of Quadcopters using Fly More Kit i.e. replacement of batteries husbandry/ cleaning and replacement of low noise propellers.</li> <li><b><u>On Job Training.</u></b> To participate in System Deployment phase for correct configuration of system hardware and software as per PN needs/ requirements.</li> <li><b><u>Provision of Demonstration/ Training Software.</u></b> A comprehensive demonstration / training software may be provided to enable PN personnel to carry out its training / operations efficiently. Software be provided with various searches and easy to learn methodology for better understanding.</li> </ol>	
13.	<p><b><u>SPARES</u></b></p> <p>List of onboard O-I level spares for 01 x year and depot level spares for 3 x years (at least 10 kits of Quadcopter including avionics and mechanical items) are required to be provided based on the failure history and record/ recommendations by OEM and PN experience to operate similar system along with guarantee by OEM for functional spare supportability. Additionally special to type tooling required for O and I level maintenance to be specified by OEM for subsequent procurement by PN.</p>	

14.	<p><b><u>WARRANTY/ GUARANTEE</u></b></p> <p>The complete hardware shall be warranted for 12 months and software for 5 years for all defects from the date of acceptance by supplier/ manufacturer. Any modification required in software &amp; hardware during the warranty shall be incorporated free off cost.</p> <p>The software/ hardware defect(s) occurring during warranty period requiring assistance are to be rectified by supplier within maximum of 02 weeks of reporting of the defect. In case, defective part shall be replaced, the same shall also be made available within maximum of 45 days from the date of reporting of the defect by PN. During complete warranty period, supplier support shall remain available for defect rectification, troubleshooting and ensuring operational availability of the system. Additionally, in case defect rectification exceeds beyond 45 days, the warranty period shall be extended for the total time elapsed after defect notification and its rectification.</p> <p>Supplier shall guarantee that all articles delivered under this agreement are brand new, of latest version and all modification/ updation (where required) have been done. Supplier shall also guarantee that the stores produced are in all respects in accordance with the agreed specifications and standards. Upon expiry of warranty period, supplier shall arrange/ provide hardware/ software technical support at PN expense if so desired by PN.</p> <p>In case of obsolete of model, supplier shall provide upgraded/ latest model without any additional cost and reduction of Qty.</p>
15.	<p><b><u>RISK &amp; EXPENSE</u></b></p> <p>In the event of failure on the part of Supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense of the firm limited to the amount of the contract.</p>
16.	<p><b><u>ACCEPTANCE TRIALS CRITERIA</u></b></p> <p>The supplier shall intimate schedule and procedure to PN 15 x days in advance of trials. In case of any delays, new dates shall be mutually agreed by both parties. The acceptance criteria will be mutually agreed against specifications accepted by PN at end user's site. All Technical specification/ operational capabilities are to be proven during acceptance trials. Validation trials/ System trials shall be arranged in Pakistan by the OEM on No Cost No Obligation basis. The final acceptance certificate shall be signed by PN only after successful completion of all installations/ Acceptance trials.</p>
17.	<p><b><u>TECHNICAL ASSISTANCE</u></b></p> <p>The supplier shall provide technical assistance for correct functionality of the Drone/ Quadcopter for at least 05 x years from date of acceptance. Salient aspects of technical assistance are as under:</p> <ol style="list-style-type: none"> <li>Installation of complete equipment/ system along with software on respective PN sites including the interface development, if required.</li> <li>Integration and interfacing with other system and ancillary equipment which are required for proper and complete functioning of the system.</li> <li>STWs and commissioning of the system.</li> <li>System training covering technical, maintenance, operation aspects.</li> </ol>



	<p>e. Placement of qualified Field Service Rep (FSR) for onsite technical assistance as and when required on operational sites.</p> <p>f. Transfer of Technology (ToT) may be negotiated with OEM supplier if possible (optional).</p>	
18.	<p><b><u>NON DISCLOSURE AGREEMENT</u></b></p> <p>Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1923.</p>	
19.	<p><b><u>PROVISION TO BUY ADDITIONAL SYSTEMS</u></b></p> <p>If so required by the Purchaser, the Parties may enter into another Contract for purchase of additional system(s), at a comparable cost with the same scope of work at similar terms and conditions as mutually agreed upon if such requirement is conveyed till 31 Dec 2027. Thereafter, prices shall be discussed mutually.</p>	
20.	<p><b><u>INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE</u></b></p> <p>a. The stores shall be jointly accepted and inspected by team of following officers/ Reps:</p> <ul style="list-style-type: none"> <li>(1) Reps of Supplier</li> <li>(2) Reps of End User</li> <li>(3) Rep of concerned depot</li> <li>(5) Rep of CINS</li> </ul> <p>b. The conditions of the contract and technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct.</p> <p>c. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose.</p> <p>d. If any inspected or tested goods fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Purchaser.</p> <p>e. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.</p>	
21.	<p><b><u>DISCREPANCY</u></b></p> <p>The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on "DDP consignee's warehouse" within 30 days.</p>	
22.	<p><b><u>COMPENSATION ON BREACH OF CONTRACT</u></b></p> <p>If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier.</p>	

Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier/ Supplier in Government treasury in the currency of contract.

23. **SHIPPING INSTRUCTIONS**

Supplier shall be responsible for the shipment of the supplies on FOR/DDP Karachi basis. These Supplies shall not be shipped/ trans-shipped on/via Indian/ Israeli Vessels. Upon shipment of a consignment, the Supplier shall immediately provide following documents/ information to Consignee:

- a. Bill of Lading/ AWB (in original) as applicable
- b. Nomenclature and packing list of the cargo (in original)
- c. Name of ship or Airline or Airfreight Company as applicable

- d. Expected Date / Time of arrival
- e. Quantity, dimension and weight of the cargo
- f. Sea/Airport of discharge as applicable

24. **PACKING DETAILS**

Packing and other requirements for system to include following aspect:

- a. Packing note detailing the contents of the consignment/package.
- b. Packing shall be marked as under:

	<p>FRONT SITE: Name and address of consignee</p> <p>TOP: CONTRACT NO. _____ DATE _____</p> <p>Gross Weight _____ Dimensions Yellow dick 4" or 6" in diameter, according to the size of the packing</p> <p>c. Depot storage requirement/detail to be specified.</p> <p>d. Detailed environmental effects/requirements to be specified.</p> <p>e. Stacking details/limit in depot to be specified.</p>	
25.	<p><b><u>PENALTY</u></b></p> <p>a. The Supplier before making the shipment shall carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 10 - 15% of the value of the relevant equipment/ items.</p> <p>b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DP1-15.</p>	
26.	<p><b><u>CONTRACT COMPLETION CERTIFICATES</u></b></p> <p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.</p>	
27.	<p><b><u>COMPLIANCE WITH INTERNATIONAL STANDARDS</u></b></p> <p>The Goods/Equipment shall comply with all relevant international standards stipulated in the Contract and valid on the date of signature of the Contract. The Parties agree that any variation of any relevant standard after signature of the contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant international standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.</p>	
28.	<p><b><u>TECHNICAL SCRUTINY</u></b></p> <p>Technical scrutiny of quotations forwarded by the supplier shall be carried out by a committee nominated by NIQs. The TSR committee may ask the Suppliers for clarification of any query 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.</p>	

29.	<p><b><u>DELAYS AND LIQUIDATED DAMAGES (LDs)</u></b></p> <p>LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&amp;I-35. If the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges (if any) of the stores delivered late.</p>	
30.	<p><b><u>AMENDMENT IN CONTRACT</u></b></p> <p>Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.</p>	
31.	<p><b><u>APPLICABLE LAW, DISPUTES AND ARBITRATION</u></b></p> <p>Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:</p> <ol style="list-style-type: none"> <li>The dispute shall be referred for adjudication to two arbitrators one.</li> <li>The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.</li> <li>The arbitration award shall be Supplier and final.</li> <li>In the course of arbitration the contract shall be continuously executed except that part which is under arbitration.</li> <li>All proceedings under this clause shall be conducted in English language and in writing.</li> </ol>	

32. **FORCE MAJEURE**

The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.

The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.

Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.

If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.

If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.

33. **TERMINATION OF CONTRACT**

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

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

- a. To have any part thereof completed and take the delivery thereof at the contract price or.
- b. To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
- c. No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.

	<p>d. Shall the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.</p>	
34.	<p><b><u>CONFIDENTIALITY</u></b></p> <p>The Supplier and the Purchaser shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Contract; or information obtained from a third party who is free to divulge the same.</p> <p>The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.</p> <p>The Supplier shall undertake that any information about the sale/ purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer/ Supplier/company's lawyer(s), or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punishable under the Official Secrets Act-1923 in addition to termination of the Contract at the risk and expense of the Supplier.</p>	
35.	<p><b><u>LONG TERM LOGISTIC SUPPORT</u></b></p> <p>The Supplier shall guarantee to supply the necessary spares for next 10 years from the date of its final acceptance of the system by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability.</p> <p>The Supplier shall be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide Standard Replacements Cost for all PCBs, Modules, Sub-assemblies, LRU's, etc used in the equipment/ system for next five years. In case of conclusion of RRC, this requirement shall become part of RRC.</p> <p>In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at-least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternate for such components/ parts in case the original is not available.</p>	

	The Supplier shall provide alongwith the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.	
36.	<b><u>SECURE EXCHANGE OF CORRESPONDENCE</u></b> All correspondence pertaining to contract between Supplier and Purchaser shall be on secured media.	
37.	<b><u>ASSIGNMENT AND SUBCONTRACTING</u></b> Neither Party shall assign any of its rights or obligations (in whole or in part) under the contract without the prior written consent of the other Party, which shall not be unreasonably withheld.  The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.	
38.	<b><u>OWNERSHIP OF CONTRACT</u></b> In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:  a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and  b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.	
39.	<b><u>INDEMNITY</u></b> In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub-contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.	
40.	<b><u>CERTIFICATE OF CONFORMANCE (COC) BY OEM</u></b> Supplier shall provide OEM Conformance Certificate to PN. Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificates shall be black listed. Moreover, OEM CoC (Certificate of Conformity) must have following information:  i. Description of Store along with Quantity. ii. Part/ Pattern No of Stores. iii. Manufacturer Identification (Name Address and Contract No). iv. Date/ period of manufacturing. v. List of Serial Numbers, Batch Number or Lot Numbers as embossed/ engraved on the stores (as applicable). vi. Details of Test Reports (FATs/ OEM Lab Test Report) along with dates and tests conducted (as applicable). vii. Details of third party testing authority (if their services used). viii. List of safety/ regulatory standards (as applicable). Conformance to Standard/ Specifications quoted in the Contract.	



41.	<p><b><u>CERTIFICATION REQUIREMENT</u></b></p> <p>Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.</p> <p>OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable.</p> <p>Supplier shall provide valid Authorized Dealership Certificate in Pakistan to PN during IT submission</p>	
42.	<p><b><u>PROJECT MANAGEMENT REVIEW (PMR) MEETINGS</u></b></p> <p>The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings without any additional cost, which shall include but not limited to the following meetings:</p> <ol style="list-style-type: none"> <li>Progress timeline/ payment bills meetings.</li> <li>Any other meetings held in relation to the project.</li> </ol>	
43.	<p><b><u>MISCELLANEOUS INSTRUCTIONS</u></b></p> <ol style="list-style-type: none"> <li>Tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.</li> <li>The suppliers are to furnish their technical and budgetary quotes within stipulated/ timeframe given by procuring agency. Extension in submission of proposals by the firms shall only be given by the procuring agency i.a.w PPRA Rules 2004.</li> <li>Offered systems shall be brand new and directly imported from OEM with warranty as per OEM standard policy.</li> <li>All drones/ quadcopters shall follow the rules and regulations of the Government of Pakistan which are applicable on these items including NOC from Ministry of Defence as per Import Policy Order and payment of all applicable duties and taxes etc. Suppliers shall have relevant support on the relevant drones/ quadcopters.</li> <li>experience in supplying and giving after sales.</li> <li>Suppliers shall have relevant experience in conducting training on similar drones/ quadcopters for customers in Pakistan. Proof of training experience and training curriculum shall be shared.</li> <li>Company profile with relevant technical and managerial staff, workshop and factory be shared for evaluation during technical scrutiny.</li> <li>The suppliers shall preferably be registered with DGDP.</li> <li>Proposing of items from Israeli/ Indian brand is not acceptable.</li> <li>The suppliers shall demonstrate the offered equipment as part of tendering procedure after submission of its proposal but before commercial opening on No Cost No obligation basis.</li> <li>Stores shall be accepted on DPI-15 at consignee's end.</li> <li>Supplier shall provide OEM's conformance certificate that items supplied conforms to relevant international standards.</li> </ol>	



	<p>n. Supplier shall mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract.</p> <p>p. Purchaser has the right to increase or decrease the quality and quantity of indented stores depending upon per unit cost of item at the time of commercial opening. Keeping in view, the availability of funds, purchaser decision shall not be challenge by bidders.</p>	
44.	<p><b><u>LANGUAGE, MEASUREMENTS AND WORKING METHODS</u></b></p> <p>All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems, and all other documentation required to be produced or delivered to the Purchaser under theContract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.</p>	

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON  
EARNEST MONEY

IMPORTANT

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

1. Name : \_\_\_\_\_
2. Father's Name : \_\_\_\_\_
3. Address (Residential) :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Designation in Firm : \_\_\_\_\_
5. CNIC : \_\_\_\_\_  
(Attach Copy of CNIC)
6. NTN : \_\_\_\_\_ (Attach Copy of NTN)
7. Firm's Address :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Date of Establishment of Firm : \_\_\_\_\_
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. (Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each

partner). (Kindly fill in the above form and forward it under your own letter head with  
contact details)