

**PLEASE READ CAREFULLY**

- ❖ **Kindly print this Bidding / Tender Document, read carefully, fill, sign & stamp on each page and submit with the technical quotation.**
- ❖ Participating bidders are required to submit bids according to the instructions mentioned in this Invitation to Tender (IT). These bids should meet the requirements / criteria illustrated in this IT along with fulfillment of other terms and conditions of the tender.
- ❖ According to PPRA rule 31, no bidder is allowed to alter or modify his bid after the bids have been opened. Moreover, as per rule 36 (b/vi), no amendment in the Technical Proposal is permitted during the technical evaluation. Therefore, in the light of prevailing Govt procedures, requests for amendments in quotations and clarifications leading to change of substance of bid after opening of bids cannot be accepted and bids not conforming to tender requirements are liable to be rejected.
- ❖ Participating bidders are therefore requested to read the bidding document thoroughly and submit their quotes accordingly without any condition in conformance to all tender requirements including Bid / Quote Validity, Delivery Period, provisioning of **10%** Bank Guarantee confirmation etc. for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.
- ❖ **Participating firms are to provide particulars of their representative supposed to attend tender opening on behalf of the firm on Phone No. 051-9099-2534 at least 01 day prior to tender opening.**

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**GOVERNMENT OF PAKISTAN  
MINISTRY OF DEFENCE PRODUCTION  
PAKISTAN AERONAUTICAL COMPLEX KAMRA**

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO BIDDERS  
(SINGLE STAGE TWO ENVELOPE BASIS)  
(FOR Kamra)**

**Tender No** [PACB/741/051124030/0938/P-1](#)

Directorate of Central Procurement

Pakistan Aeronautical Complex

Kamra Distt. Attock

Tel: +92-51-9099-2244, 2534

Fax: +92-57-9317491

Email: [adcppre1@pac.org.pk](mailto:adcppre1@pac.org.pk)

06 April, 2025

To,

**PPRA & PAC Website**

Dear Sir,

1. I invite you to tender for supply of [store / services](#) details in the attached **Schedule to Tender** (Form PACB -002A)

2. **CONDITION GOVERNING CONTRACTS** The "Contract" made as a result of this Tender Inquiry shall mean the agreement entered into between the parties i.e. the "Purchaser" and the "Seller" on PACB Contract Form (PACB – 003) in accordance with the law of contract Act, 1872 and those contained in PAC purchase procedures and other special conditions that may be added to given contract for the supply of PAC stores specified therein.

3. **DELIVERY OF TENDER (SINGLE STAGE TWO ENVELOPE BASIS)**

(a) **Technical Offer** It shall contain all relevant specifications along with essential literature / brochure in duplicate in a separate envelope and clearly marked "**Technical Offer without prices**", tender number and date of opening.

(b) **Commercial Offer** It shall indicate prices quoted in figures as well as in words and clearly marked on face of a separate envelope "**Commercial Offer with prices**", tender number and date of opening.

(c) **Bid Security.** Tender number should be clearly marked on the back side of the Bid Security along with firm's stamp & signature. It shall be sealed in an **envelope separate from technical & financial bids.**

(d) All three “**Envelopes**” should be enclosed in one cover, properly sealed, bearing the address of Directorate of Central Procurement (DCP), PAC, Kamra with “tender number and opening date”.

**4. FORM PACB - 02A & PACB - 02B** Form **PACB - 02A (Annex ‘A’) & PACB - 02B (Annex ‘C’)** duly filled-in are to be returned with the offer duly signed by the authorized signatory person.

**5. SINGLE/ MULTIPLE OFFERS** Only one offer can be made in relevant currency for same item. Multiple rates, if quoted, will be rejected. Multiple quotation against the tender will also be rejected.

**6. DATE & TIME FOR RECEIPT OF TENDER** The tender must reach DCP PACB Kamra by the date and time specified in the Schedule to Tender (PACB – 002A attached). Tenders received after the prescribed date and time will, NOT be entertained. The appointed time will, however fall on next working day in case of closed/forced holiday. Telegraphed / Faxed / Telexed bids will be rejected unless specifically asked for. Tender can also be sent through courier however you are required to intimate this office (DCP) regarding dispatch of quotation through courier giving details of the courier through fax so that courier service may be tracked to ensure your participation in the Tender. In case tender is despatched by courier then same should reach DCP, PAC at least 01 working day prior to tender opening date. You or your representative may also attend the proceeding (Name / Designation of attendees’ along with copy of CNIC will be required 03 working days prior to tender opening date for arranging their entry).

**7. DELIVERY PERIOD** Stores are required within **05 to 06 Months**. Offers with minimum delivery period are likely to be preferred. However, delivery period is to be factual as no extension will be subsequently granted except under unavoidable circumstances beyond control of SELLER or under Force Majeure for which intimation with full justification / evidences is to be dispatched well in advance for consideration.

**8. RIGHTS RESERVED** PAC Kamra reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA rules 2004 without thereby incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.

**9. ADDITION AND DELETION OF STORE** The purchaser has the right to increase or decrease the quantity of any item and cancellation of the contract partially or fully without any financial repercussion on either side without assigning any reason within 30 days of signing the contract. Such information will be passed on to the supplier / seller through the fastest means e.g. telephone, telegram or fax etc.

**10. VALIDITY OF QUOTATION** **The quotation must be valid up to 30 June, 2025.**

**11. TECHNICAL LITERATURE, SPECIFICATIONS AND INTERCHANGEABILITY**

Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. A certificate of complete interchangeability must be endorsed on the quotation for all substitute or in-lieu items, otherwise the same are likely to be rejected. A copy of relevant page of publication must be

attached to prove correctness of offered / interchangeable / in-lieu item. Prices of master, substitute and in-lieu items must be quoted separately. **For any query regarding technical issues, firms may contact Tel Ext 051-90990-4295, provmrf@pac.org.pk or Directorate of Log, MRF PAC Karma District Attock.**

**12. DEVIATION FROM SPECIFICATIONS** Stores received at consignee, if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected stores would be provided to consignee as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost. In case stores are rejected after delivery schedule of the contract, replacement is to be provided at the earliest or by the date advised by Directorate of Central Procurement PAC.

**13. PACKING** Stores must be dispatched in standard trade packing unless otherwise specified to protect them against any damage. Any loss/damage caused due to poor packing will be recovered from the Supplier. In case items are shipped through sea, packing shall be sea worthy.

**14. RESTRICTION OF EXPORT / IMPORT LICENSE** Offer subject to restriction of Import/ Export License will not be entertained.

**15. APPLICATION OF OFFICIAL SECRET ACT 1923** All matters connected with this inquiry and subsequent actions arising thereafter fall within the scope of the Pakistan Official Secret Act 1923 which forbid providing contractual information to un-authorized / un-concerned person / organization. It is therefore, requested to ensure complete secrecy regarding documents and stores concerned with the inquiry to limit the number of employees having accesses to this information.

**16. EXAMINATION OF SPECIFICATION/ SAMPLES** When sealed pattern of stores is mentioned in the "Schedule to Tender" these may be seen at the place stated in the schedule and should be examined by you, or competent person on your behalf before the submission of tender.

**17. QUOTING OF PRICES** Prices are to be quoted as follows: -

- (a) FOR (Kamra) price of the stores (Line-Item Wise).
- (b) The prices must be stated for each item separately both in figures and words. Additional information if any must be linked with entries on the Schedule to Tender (Form PACB – 002A).
- (c) Shelf/ installation life of each item (if applicable) is to be mentioned separately.

**18. PRICES** The prices quoted must be per unit of issue/ accounting unit as shown in the "Schedule to Tender" inclusive of sales tax/excise duty and surcharges. The breakdown of taxes/excise duty is to indicated separately. The prices must be stated for each item separately both in figures and words in Pak currency. Over writing / erasing in prices will be rejected. Mention GST separately.

**19. COUNTRY OF MANUFACTURE** Country/ place of manufacture of stores is to be provided along with offer.

**20. DISQUALIFICATION** Offers are liable to be rejected if: -

- (a) There is deviation from any instruction described in this invitation to tender.
- (b) Offers are found conditional or incomplete in any respect.
- (c) Multiple quotations against the tender.
- (d) Multiple rates are quoted against one item.
- (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (f) Form PACB-002A, PACB-002B & PACB-002C duly filled – in and signed by the Bidders are not received with the offer.
- (g) Offer received later than appointed date and time.
- (h) Tender specification if not conforming to the offer. In case of equipment/ major assemblies manufacturer's brochures shows specifications different from those given in tender.
- (j) Offer subject to restriction of Export License.
- (k) Over writing / erasing in prices.
- (l) Change in prices by the supplier after opening of commercial offers unless asked by Directorate of Central Procurement PAC.
- (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
- (n) Offers not accompanied with prescribed tender / Challan fee of Rs. 200/-
- (p) Bid Security not provided.
- (q) Offer with Prior sale condition.
- (q) **Complete IT Document dully filled, signed and stamped on each page by authorized signatory of the firm not provided.**

**21. PAYMENT** 100% on CRV's with 10% Performance Bank Guarantee.

**22. DOCUMENTS REQUIRED** Following information's/ copies of document must be provided with Tender: -

- (a) **Complete IT Document duly filled, signed and stamped on each page by authorized signatory of the firm.**
- (b) Photo copies of valid registration and indexation of foreign principal with PACB/DGDP applicable to the store / equipment offered.
- (c) A copy of letter showing firm's financial capability. Bank statement for last 01 year and other details to ascertain financial capability of firm.
- (d) Copies of audited accounts of the company for the last two accounting years that are prepared in accordance with the International Accounting Standards (IAS).
- (e) Photo copies of General Index number (GID), National Tax number (NTN), Sales Tax registration certificate. Foreign firms are required to provide copy of the company's valid Tax Compliance certificate issued by Revenue Authority of the domiciled country, valid as at the tender closing date.
- (f) Documentary evidence of the company's registration details / Certificate of Incorporation (Legal structure) by a recognized body in the domiciled country. Registration number issued by respective Department of Commerce or concerned department authorising to deal in subject store and export of store.
- (g) List and evidence of certification from recognized international bodies like ISO.
- (h) List of major clients and references (complete with names of contact persons, address and telephone numbers) of which the company has supplied similar items in the last 05 years. Number of years in the business or dealing in similar items may also be mentioned.
- (j) Firm/Supplier name, complete address, contact numbers, and email addresses.
- (k) Undertaking that their firm and their proprietors have not been in litigation/blacklisted by any Govt./Semi-Govt/Autonomous body.
- (l) Any other document if required during procurement proceedings according to Rule 17 of PPRA rules 2004.

**Note: Security clearance of firm is mandatory before participation in tender. Firms having applied for security clearance or those intend to apply for security clearance soon after tender date can also participate in tender after submission of following additional documents. However, firm will be required to apply for security clearance immediately after tender submission: -**

- (m) In case of foreign supplier photocopy of resident card, passport or equivalent identification card of person signing the tender is to be provided along with 02 passport size photographs.



(n) Local agents / firms have to submit the copy of CNIC and 02 passport size photographs of person signing tender.

(p) Letter of authorisation from the Manufacturer confirming that the bidder is authorized to deal with the item quoted.

**23. SECURITY DEPOSIT / BANK GUARANTEE** To ensure timely and correct supply of stores / services, the firm shall furnish an unconditional bank guarantee (BG) from a scheduled bank of Pakistan for an amount 10% of the contract value on a judicial stamp paper of the value of (Rs 100.00) as per prescribed format in the currency same as of contract. The bank guarantee shall be endorsed in favour of **CMA (ISO), Rawalpindi** who is the accounts officer specified in the contract. **CMA (ISO), Rawalpindi** has the like power of seeking encashment at site of the bank guarantee as if the same has been demanded by the purchaser himself. The bank guarantee shall be submitted by the supplier at the time of Contract signing and will remain valid for up to 60 days after completion of warranty period and remain in force till one year ahead of the date given in the contract. If period of contract is extended, the supplier shall arrange the extension of bank guarantee within 30 days after the original period to keep its validity always one year ahead of the extended period.

#### **24. INSPECTION / ACCEPTANCE OF STORES**

(a) Stores will be accepted at firm's premises/consignee by the inspector / Inspection officer of the PAC.

(b) Warranty / Guarantee as per format for period of **Three years and supportability 10 years** will be applicable for stores commencing from the acceptance of store / installation at consignee.

**25. CHECKING OF STORE** Store will be checked at consignee in the presence of representative of Supplier if he arrives within 15 days after initiation of letter.

**26. TENDER OPENING** Only authorized person of firm will be allowed to attend tender opening.

**27. WITHDRAWAL OF OFFER** If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the bid money.

**28. TREASURY CHALLAN** Offer 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)**. Only one offer can be made for same item on one Challan. Multiple offer / rates, if quoted will be rejected.

**29. SEQUENCE OF QUOTATION** Quotation must be prepared according to the item serial no sequence of Schedule to Tender (Form **PACB-002A**).

**30. FAX QUOTATION** Fax / Email quotations will not be accepted except when specifically called for under emergency / urgency, however, Fax / Email quotation, if

received will only be considered subject to condition that original Performa invoice for each quotation is received within 7 days of Tender Inquiry opening or as advised by procurement agency. In case original quotation is not received within specified time, the offer will be excluded from the competition without any notice to bidder.

**31. BID SECURITY** The Bid Security@ 5% (not exceeding Rs. 0.400M) will be deposited by all firms. Bid Security will be deposited in favour of CMA (ISO), Rawalpindi in the form of CDR / Pay order / Demand draft only at the time of tenders opening (with technical quotation), in a separate envelope. Bid Security will be returned to all firms except three commercially lowest bidding firms on finalization of commercial quotes. Whereas Bid Security to the 2nd and 3rd commercially lowest bidders will be returned on signing of the contract. Bid Security of the contract concluding firm will be returned on submission of bank guarantee and on receipt of performance bank guarantee acceptance certificate from CMA (ISO), Rawalpindi. Quotations once submitted cannot be withdrawn (Partially/Fully) during validity of the quotation. Firms not complying with the said instructions would be liable for disciplinary action beside forfeiture of the bid money.

**Note: - No Quote will be accepted without Bid Security which will be as per IT clause 31. However, Bid Security must be provided in shape of CDR / Pay order / Demand draft only otherwise quotation will be rejected.**

**32. FORCE MAJEURE** “Force Majeure” means any event, act / or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement, which is relied upon by the Seller for its failure to comply with its obligation. The Purchaser have the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure” event non-availability of raw material for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, not constitute “Force Majeure”.

**33. ARBITRATION** All matters of dispute or difference, except regarding rejection of stores / Services by the inspector and or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, settlement of which is not otherwise specifically provided for in this contract, be referred for adjudication to two arbitrators, one to be nominated by each party. Deputy Chairman PAC, Kamra will be nominated Arbitrator from PAC. The Arbitrators, before entering on the reference appoint an umpire by mutual consent, and if they do not agree, a judge of the superior court will appoint the umpire. The arbitration proceedings will be held in PAC Kamra under Pakistani Law. The Arbitration award shall be unspoken.

**34. LITIGATION** The “Seller” is restricted, not to take the matter in any court of law and not to disclose the matter by mass communication through any mode. In case of any dispute, only Court of Jurisdiction at Attock has the Jurisdiction to decide the matter.

**35. RISK PURCHASE** In the event of failure on the part of the Seller to comply with the contractual obligations, the contract is liable to be cancelled at his risk and expense in accordance with General Condition Governing Contracts.

**36. LATE DELIVERY** If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may take following actions: -

- (a) Cancel the contract, and/or.
- (b) To purchase from elsewhere stores not delivered, at the risk and expense of the Supplier and without notice to him, or
- (c) To recover liquidated damages when the Competent Purchase Officer is satisfied that the failure to supply the stores / services within the scheduled delivery period has been for reasons within the control of the Supplier, and/or if the Government has suffered loss for reasons of belated delivery. These liquidated damages, if imposed, will be recovered at the rate of up to 2% but not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores / service supplied late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores / services delivered late.
- (d) The purchaser's decision under this clause shall NOT be subjected to arbitration.

**37. AUTHORITY TO SIGN DOCUMENTS** Tender must be accompanied by Letter of Authorization to sign the Tender on behalf of the Bidder. Bidder must prove that the person who signs this Tender is fully authorized to bind his establishment / company. Such proof shall be in the form of clear official documents fully legalized by designated authorities in respective countries.

**38. REGISTERED SUPPLIER WITH FBR**

- (a) Only registered supplier who are on Active Taxpayers List (ATL) of FBR eligible to supply goods / services Government Department.
- (b) The payment to the registered persons will be linked with the active taxpayer status of the suppliers as per FBR database if any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.

**39. TERMINATION OF CONTRACT**

The purchaser shall be entitled to terminate this contract for default on the part of supplier. If the supplier becomes bankrupt, or have a receiving order made against him, or compound with his creditors, or being a corporation commences to be wound up, not being a member's voluntary winding up for the purpose of reconstitution or amalgamation, or carries on its business under a receiver for the benefit of its creditors.

In case the Purchaser elects to terminate this Contract, the Purchaser shall give notice in writing to the Supplier to make good the default. Should the Supplier fail to initiate proceedings in order to comply with the notice within 15 days from the date of serving of

such notice, the Purchaser may forthwith terminate this contract by notice in writing to the Supplier without prejudice to any rights which may have occurred there under to either PARTY prior to such termination. Termination of the Contract shall be without prejudice to any right of arbitration under the contract hereafter.

If the supplier delays delivery of any Equipment to be supplied to the Purchaser under this Contract for more than 21(twenty-one) days from the time specified for delivery, thereof or, 15 days for any extension of subsequent delays then the purchaser reserve the right to terminate this contract without prior notice to the supplier and purchase from elsewhere (other firm or country) stores not delivered, at the risk and expense of the supplier. However, intimation to such a cancellation would be affected by registered letter sent to be supplier and without need to legal or judicial or other formalities. In addition, the purchaser will have the right to recover any loss or damage or payment made to the supplier.

Upon termination the Supplier shall refund all such payments for which goods and/or services have not been delivered or rendered. The Supplier shall refund the amount due with interest at 1% above the Libor rate

**40. DISCREPANCY** The consignee will render a discrepancy report within 90 days after receipt of the material in Pakistan for any discrepancy found in consignment and shortage in quantities for which the seller is responsible to replace short quantity free of cost. If the seller is unable to provide the replacement for the rejected store / short quantities within 90 days, the seller will make a complete refund of any payment received against the rejected store / short quantities to the purchaser. In case of surplus supply by the seller, the purchaser will render to the seller the material delivered in excess at seller's expense. Discrepancy report regarding loss/damage will be immediately lodged with the seller/carrier. Reasonable time be provided to the purchaser to inspect the store. The seller will co-operate with purchaser in filling claims with the carrier. In case the stores on checking / test after receipt at consignee's warehouse are found not conforming strictly to the contract specification and other particular, the Seller shall immediately replace the rejected store by acceptable store free of cost and without any obligation to the Purchaser. If the seller is unable to provide the replacement for the rejected store within 90 days, the seller will make a complete refund of any payment received against the rejected store to the purchaser. Rejected stores will be disposed off by the Seller under his own arrangements within 14 days from the date of rejection and within 72 hours in case of dangerous, infected and perishable stores. In case the seller fails to lift the stores within the above-mentioned stipulated period he will pay storage charges at the following rates. Moreover, the purchaser shall not be responsible or accountable for the safety or security of the rejected stores if not lifted by the seller after the stipulated time period: -

**Cost of the Stores Storage Charges**

(a)	up to Rs. 1 M	5% per Annum
(b)	Above 1 and up to 5 M	4% “ “
(c)	5 to 10 M	3% “ “
(d)	over 10 M	2% “ “

**41. PRIOR INTIMATION REGARDING SUBMISSION OF QUOTATION** To avoid misplacement of the quotations, all firms are required to intimate this office regarding dispatch of their quotation through courier giving details of the courier through telephone / fax, so that courier service may be tracked to ensure your participation in the competition.

**42. BIDDING CLARIFICATIONS TO TENDER** In case any clarification is required regarding tender, firm may contact on following address however, queries in regards to the tender shall only be entertained till one week prior to the deadline for submission of tenders.

**(a) Technical Clarification** Directorate of Logistics, MRF PAC Kamra District Attock Tel Ext 051-90990-4295, provmrf@pac.org.pk.

**(b) Bidding / Contracting Procedure** Directorate of Central Procurement, PAC Kamra Tel No 051-9099-2534 (Email: adcppe1@pac.org.pk).

**43. RESPONSE TIME:** Firms are requested to provide only valid email and telephone numbers for contact and addressing technical queries. It is further highlighted that during TSR due to limited time, firms are requested to respond / reply to queries within time specified in letter/ email in soft and hard copies. In case of late or nil reply/ feedback, that item(s) having query will be rejected without any justification and subsequently will not be entertained at any stage.

**44. SECRECY:** The name of PAC Kamra should never be disclosed in any form as client. The contract document be kept confidential / secret and must not be shared / mishandled along with no scanning / photocopy etc. and violation would be liable for punitive legal actions including cancellation of contract & confiscation of BG / EM etc.

**45. NON – DISCLOSURE AGREEMENT:** The firm will provide Non-Disclosure Agreement as per **annexure ‘G’** on stamp paper of Rs. 100/-.

  
**(TILAL MAZHAR)**  
 Squadron Leader  
 Asstt Dir Central Proc  
 PAC Kamra  
 Tel 051-9099-2534

**Enclosure: -**

- (i) Annex “A” (Schedule of Stores)
- (ii) Annex “B” Form PACB-002A (Schedule of Tender)
- (iii) Annex “C” Form PACB - 002B (Under Taking)
- (iv) Annex “D” Form PACB-002C (Questionnaire to Be Filled in By Bidder)
- (v) Annex “E” Form PACB-002D (Special Instructions)

(vi) Annex “F” (General Conditions for BG)

Annexure ‘A’

**SCHEDULE OF STORES**Tender Inquiry No: - **PACB/741/051124030/0938/P-1**

TENDER SUBMISSION TIME: - Before 1030 Hrs on opening date

TIME & DATE OF OPENING **1100 Hrs on 22 April, 2025****No further extension in opening date will be granted except under extreme circumstances.**

(Note: Firms are requested to read carefully all the paras of IT. Moreover, unit price against same unit of issue as mentioned in IT is to be provided. However, if any change may be required in unit of issue the price must be converted as per IT's unit of issue in separate column. Furthermore, conversion of unit of issue and unit price must be mentioned in commercial quote.)

**PROCUREMENT OF NEW INTERNET PROTOCOL  
PRIVATE BRANCH EXCHANGE**

**TABLE 1: Specifications of IP-PABX**

Unit (Location)		Main Loc	Remote Site-1	Remote Site-2	Remote Site-3	Remote Site-4	Remote Site-5	Remote Site-6	Remote Site-7	Remote Site-8
Specifications	Analog lines with CLI	1600	400	400	250	150	250	250	250	250
	Digital lines with Telephone sets	400	100	100	00	100	0	0	0	0
	<b>Total numbers of lines</b>	<b>2000</b>	<b>500</b>	<b>500</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>250</b>
	Number of PRI's	35	1	1	1	1	1	1	1	1
	Analog Trunk with CLI	24	8	8	8	8	8	8	8	8
	SIP Trunks	100	50	50	50	50	50	50	50	50
	IP users with Phones	250	50	50	50	50	50	50	50	50

**TABLE 2: Required operation / configuration features**

S.No	Description	Features
1	Power Solution	Power solution of 10 hours backup with AVR, inverter, PDUs and power bank etc
2	Operation / Configuration features	a) Have modular design, if a module fails other modules should not be affected
		b) Support high availability / redundancy for core functions. (System should support the provisioning of backup and failover mechanisms)
		c) Support CDP (Coordinate Dialling Plan) / UDP (Unique dialling Plan).
		d) Support virtualized platform so modules run on any hypervisor.
		e) Remote branch gateways operate as an independent -PABX in case of communication link loss with the central server exchange. (internal Dialling should work on Remote/Branch Gateways).



		f) Support SIP (Session Initiation Protocol) and H.323 trunk protocols along with TLS (Transport Layer Security) and SRTP (Secure Realtime Transport Protocol).
		g) Support centralized remote provisioning of third party / proprietary IP phones on HTTPS/TLS.
		h) Support Ring again and Call Back features with NORTEL / AVAYA / ALCATEL (existing legacy systems)
		j) Multi customers / Tenants that operate as full separate IP-PABX within main -PABX. (Exchange capable to support minimum 5 paging / intercom setups)
		k) Support integration / configuration and compatibility with existing Communication Server Exchange of AVAYA (Software Version 8.1.3 / Model G450) and Nortel 81C (IPPBX should support the VIOID, SIP Trunks and legacy systems)
		k) System should support minimum 250 concurrent calls without blocking.
		l) Earthing points should be provided (Ensuring permissible ohmic limits) as per requirement with all exchanges and ensuring the proper grounding of the PABX system, MDF, and IDF racks.
		m) Environmental control and monitoring system devices should be provided for IP-PABX, MDF and Power setup.
		n) System should be provided with the latest security protocols including Encryption, Firewalls and Access Controls.
		p) OEM certified documents are to be provided with claim of conformance to each and every specs without verifying the proof of an indented spec; the claim of conformance should be considered "NON-COMPLIANT".
		q) Digital lines to be converted to latest IP technology with equipment and PA-Boss configuration.
		r) Management interfaces with Web-based GUI and SNMP support.
		s) Complete technical manual of IPBX and offered telephone sets / hardware should be provided with technical quote as proof and claim of conformance to the indent specs
		t) System should offer facility for user defined / recordable greetings and messages that should be automated and remain installed incoming calls, call Back, Busy, main hold etc

**TABLE 3: Additional Basic Features**

Flexible numbering of extension	Least cost routing (tariff-based, TOD/Dow)	Call detail Recording (CDR)	System Directory option	Blind/Attended Transfer
Intercept	Call Forward	Call queue	Attendant Consoles (qty 05)	Call Pickup
Night Service	Busy override	Conference	Music on hold	VOIP/ (5 Licenses) Soft/hardware
Direct Access to trunk lines.	Call duration control	Voice mailbox (qty 10)	Code Restriction	Personal directory option
Station hunting				

**DETAILED TECHNICAL SPECIFICATIONS:**

S.No	Part No	Description
1	ESYSBL00055 PCU1000L Server or equivalent	IPGL Server
2	MSNT00200 or equivalent	IPG1000 RACK
3	YSNT00363-S or equivalent	CPU1000-MR CPU CARD
4	YSNT00443-S or equivalent	CPU1000-AR CPU CARD
5	MEXT00381-I or equivalent	EX-IPG (16CE) ANALOG EXTENSION CARD
6	MEXT00346 or equivalent	EX-IPG (8CT) ANALOG TRUNK CARD
7	MEXT00359 or equivalent	EX-IPG (E1) E1 TRUNK CARD
8	MEXT00388 or equivalent	EX-IPG (MGW32) MEDIA GATEWAY CARD
9	MPSU00100 or equivalent	SPS-1K (1000w) PSU with Redundant
10	MLSN00192 or equivalent	LCS1000-4MGW MGW LIC.
11	MLSN00196 or equivalent	LCS1000-25MGW ENCR. MGW LIC.
12	MLSN00188-P or equivalent	LCS1000-24TSIP TRUNK LICENSE IN SERVER
13	MLSN00215 or equivalent	LCS1000-4CONF CONFERENCE ROOM LICENSE
14	MLSN00206-P or equivalent	LCS1000-IVR IVR LICENSE
15	MLSN00201-P or equivalent	LCS1000-WCM WEB-CM LICENSE
16	MLSN00200 or equivalent	LCS1000-P PRESENCE FOR IP EXTENSIONS
17	MLSN00214 or equivalent	LCS1000-ALR ALARM LICENSE
18	MLSN00204 or equivalent	LCS1000-VR VOICE RECORDING LICENSE
19	MLSN00188 or equivalent	LCS100012TSIP License-
20	MLSN00186 or equivalent	LCS1000-1TSIP License
21	MLSN00184 or equivalent	LCS1000-50ESIP IP EXT. LICENSE
22	MLSN00185 or equivalent	LCS1000100ESIP IP EXT. LICENSE
23	MTLF30106AC or equivalent	IP311P_IP Phone 2.3" 132x64 pixel LCD
24	MTLF30067AC or equivalent	PS-IP1 AC power adapter for IP311P
25	MTLF30096AC or equivalent	IP133G_IP Phone 3.7" 360x160 pixel LCD
26	ETLF01002KR or equivalent	PS-ip3 AC power adapter for IP133G
27	MTLF30094AC or equivalent	IP136G Exec. Level IP Phone
28	ETLF01001KR or equivalent	PS-IP2 AC power adapter for IP136G
29	MTLF30117AC or equivalent	EXP43_Direct Station Select Module
30	ETLF01001KR or equivalent	PS-IP2 AC Power Adapter for IP136G
<b>Installation Accessories</b>		
31	9801A2WP or equivalent	H3C MSR1008 Router
32	9801A41F or equivalent	H3C S5130S-28S-HPWR-EI-AC Ethernet Switch
33	9801A411 or equivalent	H3C S5130S-52S-PWR-EI-AC Ethernet Switch
34	0231A213 or equivalent	SFP-XG-LX-SM1310-E SFP
35	U-010R11H or equivalent	Rack Mount UPS10kVA
36	U-006R11H or equivalent	Rack Mount UPS 6kVA
37	R-61042P 42U Or equivalent	Cabinet (42U)

**SCOPE OF WORK**

The installation and configuration of IP-PABX system with a capacity of 5000 lines. This IP-PABX will serve as centralized exchange, integrating with the existing Nortel / Avaya Aura Exchange and enabling the use of existing analog phones.



**Scope of work include:**

- A scalable PABX capable of handling more than 5000 lines.
- Integrate the IP-PBX with existing communication systems including Nortel / Avaya Aura exchanges.
- Utilization of existing analog phones and NGN network for IP Phones.
- To improve communication efficiency and provide advanced IP phone features.
- Compatibility with third-party apps, including conferencing, voicemail, IVR and call recording systems.
- Installation of IP-PABX system as centralized exchange, ensuring it can manage 5000 lines / scalable for future expansion and integrate / compatible with both Nortel and Avaya systems.
- Setup and configure interfaces and protocols to allow smooth communication and call routing between the new IP-PABX and existing Nortel / Avaya systems.
- Intersystem communication between new IP-PABX and existing exchanges, ensuring seamless call transfers, conferencing and feature sharing.
- Test the entire system, including communication between new IP-PABX and existing exchanges.
- Test SIP trunk connections and PSTN lines for inbound and outbound call functionality.
- Perform stress testing to ensure the system can handle peak loads.
- Run failover testing to ensure the redundant system is implemented to validate the disaster recovery plan.
- Upgrading all existing digital lines to latest IP technology with full encrypted voice and data security and PA-Boss configuration.
- Total installed capacity of IPPABX should be 5000 subscribers (Detail IP-PABX) and 50 analogue trunks lines, 50 SIP trunks, 50 PRIs.
- Total capacity of the IPPABX should be 5000 lines with additional subscribers' modules only and without need for upgrade / replacement of any other hardware.
- Coverage IPPABX system with availability to run TDM and IP on same platform with a uniformed numbering plan.
- Offered proposal and licenses should support the installed capacity with perpetual licenses.
- Remote shelves should operate independently if connectivity between Main and remote is lost.
- Replacement / scanning / enable / disable of any card should not affect the operation of other cards.
- AES 256 encryption should be complied.
- All software's should be web application based and user friendly for administration and maintenance of IPBAX.
- Provisioning of 05 operators consoles along with sound proofing of 01 operators' room.

**ACCEPTANCE / INSPECTION CRITERION:**

1. Support integration / configuration and compatibility with existing Communication Server Exchange of AVAYA {(Software Version 8.1.3 / Model G450), (AMF (D), Hosp)} and Nortel 81C Meridian Exchange, CM Exchange, APF(D&T) Exchanges and AMF(D&T) Exchanges.
2. All existing Digital telephones and lines are to be converted to latest IP technology with PA-Boss configuration. All network elements to convert existing digital to IP technology are to be made part and provided with the IP phones.
3. Exchange capable to support Analog & Digital Trunks with CLI, SIP Trunks
4. All licenses (software and Hardware for 5000 lines) should be of permanent nature / perpetual / life time licences are to be provided.
5. Exchange capable to support minimum 250 concurrent calls without blocking.
6. Exchange capable to support latest (Year 2025) standard voice compression.
7. Exchange capable to support minimum 05 zone paging and intercom setup.
8. Exchange capable to support echo cancellation, packet loss concealment and QoS voice quality
9. Exchange capable to support environmental control and monitoring system devices which should be provided with exchange for IP PABX, Power, MDF and equipment rooms. Moreover, exchange should be capable to operate on Temp range 0° C to 45° C and humidity range 10-90%.
10. Exchange capable to support expansion slots for analogue / digital / IP trunks and extensions.
11. Exchange capable to support redundant power supply and having Processor Redundancy.
12. Management interfaces with Web-based GUI and SNMP support.
13. Exchange capable to support TLS / SRTP encryption and integrated firewall for security.
14. Earthing points should be provided new (Ensuring permissible Ohmic limits) as per requirement with all exchanges and ensuring proper new grounding of the PABX system, MDF, and IDF racks.
15. Exchange should have AVR to interface with PAC Kamra 220V AC (50-60 Hz) Power supply with up to 10 hours backup, AVR, inverter and Power bank etc.
16. IP -PABX having following operation / configuration features: -
  - (a) Have modular design, if a module fails other modules should not be affected.
  - (b) Support high availability / redundancy for core functions.

- (c) Support CDP (Coordinate Dialling Plan) / UDP (Unique Dialling Plan).
- (d) Support virtualized platform so modules can run on any hypervisor.
- (e) All licences should be perpetual and lifetime.
- (f) Support to add / upgrade User level Capacity of the system (Software, hardware and licences etc.)
- (g) Remote branch gateways should operate as an independent IP-PABX in case of communication link loss with the central server exchange (internal dialling should work on Remote / Branch Gateways).
- (h) Support SIP (Session Initiation Protocol) and H.323 trunk protocols along with TLS (Transport Layer Security) and SRTP (Secure Realtime Transport Protocol).
- (i) Support centralized remote provisioning of third party / proprietary IP phones on HTTPS / TLS.
- (j) Support Ring again and Call Back features with NORTEL / AVAYA / ALCATEL.
- (j) Multi customers/Tenants that operate as full separate IP -PABX within main - PABX.

17. Following additional Basic Features:

Flexible numbering of extension	Least cost routing (tariff-based, TOD/Dow)	Call detail Recording (CDR)	System Directory option	Blind/Attended Transfer
Intercept	Call Forward	Call queue	Auto attendant / Attendant Consoles Qty 05	Call Pickup
Night Service	Busy override	Conference	Music on hold	VOIP (5 licenses) with Software
Direct Access to trunk lines.	Call duration control	Voice mailbox (Qty 10)	Code Restriction	Personal directory option
Station hunting				

## TERMS AND CONDITIONS

1	Warranty: Full Hardware and Software warranty for a duration of <b>03 years</b> after on-site commissioning of the equipment, with OEM certified 02 members TST (Technical Support Team) available on-site to handle issues related to IPPBX, IP Phones, PA-Boss configuration etc.
2	Maintenance contract along with TST during the <b>03-years</b> warranty period. The maintenance contract is to be extended further for 02 years along with TST after completion of the 03-years warranty.

3	Infrastructure, cabling or construction works to be completed within the project together with the necessary construction materials, necessary permits, additional equipment that are not mentioned in the offer including but not limited to civil works on site that might be required for the scope of the project to be included.
4	Supply of spare parts for ten <b>(10) years</b> after warranty period as and when required.
5	Vendor will be responsible for patching till IDF and testing of analog numbers at MDF in case of Analog numbers while IP numbers till end user and access network will not be part of scope.
6	Any additional requirement apart from BOQ including but not limited to licenses, hardware, features and customizations.
7	All information contained in the proposal and its attachments are strictly confidential and are not to be disclosed to third parties.
8	Conduct of FAT and SAT on FOC basis.
9	Conduct of training for 10 minimum PAC team by OEM experts on FOC basis.
10	05 operator consoles with barring-in feature.
11	Existing Customers Reference list (Verifiable independently by PAC Kamra) is to be provided with technical quote.
12	VOIP <b>Licenses qty 05</b> should be provided
13	All softwares should be web application based and user friendly for administration and maintenance of IPBAX.
14	Installation of IP-PABX system as centralized exchange, ensuring it can manage 5000 lines / scalable for future expansion and integrate / compatible with both Nortel and Avaya systems.
15	The solution should be processor based only. The software should be from indigenous or globally known OEM. No open source / Asterisk or softswitch-based solution is allowed.

### Special Notes: -

1. Payment as per PAC procedure.
2. Quotation is required to be submitted on **'FOR'** basis.
3. Packing should be proper to with –stand shock during transit.
4. Factory new stock will be provided.
5. In case of life items, remaining life should be more than 75% on receipt at MRF, ARF & AMF.
6. MSDS, OEM, Batch No / Lot No and conformance certificate with products should be provide.
7. Store on receipt will be accepted after inspection by MRF / ARF / ARF Quality Control Department.

## Annexure "B" (Form PACB – 02A)

## PAKISTAN AERONAUTICAL COMPLEX KAMRA

## SCHEDULE TO TENDER

1. Tender Inquiry No **PACB/741/051124030/0938/P-1**
2. Time and Date of opening Tender at **1100 Hrs on 22 April, 2025.**  
**(No further extension in opening date will be granted except under extreme circumstances).**

(1)	(2)	(3)	(4)	(5)	(6)
Item No	Description of stores and specifications	Unit of issue	Qty	Price per unit	Total price

Grand Total \_\_\_\_\_

**Signature of Tenderer**  
 (Capacity in which signing)

**Annexure "C" (Form PACB - 02B)**

**UNDER TAKING  
(Fill in and Return)**

To,

**Member Commercial**  
Pakistan Aeronautical Complex  
Kamra Distt Attock

Dear Sir,

I/We hereby offer to supply to PAC the stores detailed in the Schedule to Tender or such portion thereof as you may specify in the contract at the prices given in Form **PACB-002A (Annexure 'II')** and further agree that this offer will remain valid up to \_\_\_\_\_ and will not be withdrawn or altered in terms of rates quoted and the condition stated therein on or before this date. I/We shall be bound by your communication of acceptance to be dispatched within the prescribed time.

I/We understood the instructions to Tenders and condition of contract as laid down in Form **PACB-10** titled "**General Conditions Governing Contract**" and thoroughly examine specification / drawing and / or patterns quoted in the Schedule to Tender and am/are fully aware to the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Yours faithfully

**Witness's Signature:**

Name:

N.I.C No.

Address:

Signing:

Date:

**Signature of Tenderers:**

Name:

N.I.C No.

Capacity in which

Address:

Date:

Tele:

Telex/Fax:

## Annexure “D” (Form PACB – 02C)

**QUESTIONNAIRE TO BE FILLED IN BY BIDDER**

Firm is required to provide confirmation of following points and in case of any change, same is to be highlighted in remarks column.

S. No	Description	Yes / No	Remarks
1.	Whether stores offered conform to the specification and confirmation to this effect has been made in the quotation given in Form <b>PACB – 002A</b> .		
2.	Whether deviation from the demanded specification is attached with Form <b>PACB – 002A</b> .		
3.	Whether complete quotation has been submitted in <b>duplicate</b> .		
4.	Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately.		
5.	Whether <b>Form PACB-002A &amp; 002B</b> duly filled in and signed by the Bidder have been returned in herewith.		
6.	Whether copy of valid registration / business authorization of firm have been enclosed herewith.		
7.	Whether tender fee challan amounting to Rs 200/- has been enclosed herewith.		
8.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
9.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
10.	Copy of NTN <b>OR</b> Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
11.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt / Autonomous body		
12.	Unit Price has been provided against same unit of issue as mentioned in IT. In case of change in unit of issue, price has been converted as per ITs unit of issue in a separate column along with conversion formula		
13.	All requisite documents as per <b>Para 22</b> of Invitation to tender have been attached.		
14.	<b>10% PBG</b> will be provided at the time of signing of contract		
15.	Warranty / Guarantee will be provided for required period		
16.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
17.	Offer is without any condition		
18.	Complete IT Document dully filled, signed and stamped on each page by authorized signatory of the firm is provided.		

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

(Signature of Bidder &amp; Stamp)

## Annexure “E” Form PACB-002D

**SPECIAL INSTRUCTIONS**

Under mentioned information must be provided along with quotation else your quotation will be rejected: -

S. No	Description / Requirement	Remarks / Attached
1.	Delivery Period not later than <b>05 to 06 Months</b>	
2.	Warranty period <b>03 Year and 10 Years supportability of all spares.</b>	
3.	Quotation Validity up to <b>30-06-2025</b>	
4.	Terms of Payment (As per Para 21 of IT)	
5.	BG% (Confirmation to provide <b>10% BG</b> )	
6.	Complete Bank address and Account Details for Payment.	
7.	NTN & STRN	
8.	Previous Experience (Nature of Business and No of Years in Business)	
9.	Registration Status with PAC	
10.	Signing Authority (Name, Designation, Contact Details)	
11.	Address of firm along with contact No, email etc.	



**Annexure 'F'****GENERAL CONDITIONS FOR BG**

(a) To ensure timely and correct supply of stores, the firm will furnish an unconditional Bank Guarantee within 30 days of the signing of the contract from a schedule Bank for an amount of Rs \_\_\_\_\_ i.e. \_\_\_\_\_% of the total value of the contract (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of [CMA \(ISO\), Rawalpindi](#) who is the Account Officer specified in the contract. The [CMA \(ISO\), Rawalpindi](#) concerned shall have the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchase officer himself.

(b) The Bank Guarantees will be of following types with validity and amount has mentioned in each type

(i) Bank Guarantee against contract performance. It will be 10% of total value of contract excluding taxes/duties and freight/handling charges etc. It shall remain enforce till 60 days beyond the Delivery Period stipulated in the contract.

(ii) Bank Guarantee against Advance/ Down Payment. It will be equal to amount paid in advance /down payment shall remain valid till 60-days beyond the Delivery Period stipulated in the contract.

(iii) Bank Guarantee against Warranty Period. It will be for amount 10% of contract value excluding taxes/duties and freight /handling charges, etc. Duration of BG against Warranty Clause is variable. Normally under DPL –15, it is for one year for the general type of equipment / spares. For consumable goods, the warrantee period should also expire after 6 months or when the goods are fully consumed whichever is earlier or as per terms of contract.

(c) If the supply of store is on warranty, the supplier shall be bound to extend the validity of Bank guarantee for such further reasonable period if so, required by the purchase officer to cover the warranty period.

(d) If the supplier fails to provide the Bank guarantee within 30 days after signing a contract, such failure shall constitute a breach of contract and the Director purchase shall be entitled to make other arrangements at the risk and expense of the supplier if no other BG / Bid Security of the same supplier for an equal amount is held up for final release, with the purchaser against any other completed contract(s). In the event of unsatisfactory performance or of any breach of terms of the contract, Bank guarantee shall be forfeited to the Govt. at the discretion of the purchaser. On satisfactory performance of the contract, the Bank Guarantee will be returned to the supplier by [CMA \(ISO\), Rawalpindi](#) on receipt of instruction from the purchaser i.e. Directorates of Procurements etc.

(e) In case of FOR tenders / contract it is imperative that BGs are obtained from firms/ suppliers/ agents through scheduled Banks of State Bank of Pakistan so as to safeguard the interest of the state.

(f) In case of FOB tenders/ contracts, Bank Guarantee is to be obtained preferably from LC opening Bank of Pakistan and through supplier, LC opening Bank abroad. In case the firm does not agree to the aforesaid condition, then BG should at least, be obtained from supplier's country Bank located in Pakistan or any enlisted scheduled Bank of Pakistan in favour of LC opening Bank in Pakistan or any scheduled Bank of Pakistan, and the same will be a Bank-to-Bank Guarantee in favour of [CMA \(ISO\), Rawalpindi](#).

## Annexure "G"

**NON-DISCLOSURE AGREEMENT**

## Supplier information | Disclosing Party

Supplier Address:

Tel:

Fax: Email:

## User Information | Receiving Party

**Pakistan Aeronautical Complex, Kamra**

Tel: +92-051-9099-2534

This Understanding Certificate stipulates the pre-term and conditions agreed and signed between M/S \_\_\_\_\_ and Project CDTL, Pakistan Aeronautical Complex, Kamra, Directorate of Central Procurement Contract No \_\_\_\_\_ dated \_\_\_\_\_. The design, production, testing/ qualification files pertaining to this contract are shared (and its amendments, if any) including Technical Scrutiny Report (TSR), Acceptance Test Producers (ATPs), PCB Gerber files and Bill of Material (BOM), Mechanical design files and BOM, and all other files related to production, testing and qualification.

**Definitions**

## 1. In this Agreement: -

- (a) **"Agreement"** shall mean this Non-Disclosure Agreement, including the Recitals.
- (b) **"Applicable Law"** shall mean all laws, regulations regulatory requirements, directives, orders, and codes of practice of any relevant jurisdiction applicable to this Agreement as amended and in force from time to time.
- (c) **"Commencement Date"** shall mean the date on which this Agreement is signed by both the Parties or as per already signed contract if any.
- (d) **"Confidential Information"** shall mean any sensitive information (regardless of form or format, and including, but not limited to, design, processes, drawings, specifications, data, trade, secrets, software, know-how) in the care, custody or control of a Party which is disclosed to or observed by the other Party which is either regarded by the Disclosing Party as confidential and which is notified to the Receiving Party or is disclosed to or observed by the Receiving Party in circumstances in which the Receiving Party ought reasonably to be aware that the Disclosing Party regards the information as confidential, and, in any case, when disclosed orally or visually, is identified as confidential at the time of disclosure and is promptly (within thirty (30) days at the latest) confirmed and designated in writing as Confidential Information of the Disclosing Party with all protection and restriction as to use and disclosure applying during such thirty (30) days period and includes but is not limited to: -
  - (e) Any information which is marked **'Confidential'** or **'Proprietary'** of Pakistan Aeronautical Complex, Kamra ' or marked with any other proprietary marking or which is or could be classified matter under the relevant Pakistani Laws and other law as applicable;

- (f) Any information that is protected by as user identification, password or other authentication mechanism; and/or
- (g) Any information relating to products, technology, processes, specifications, invention or design, whether patentable or not, used or developed by the Disclosing Party and trade secrets, knowledge, know-how and information of a commercially sensitive nature; and/or
- (h) The planned or actual financial or business affairs of the Disclosing Party or customers of the Disclosing Party.
- (j) **"Disclosing Party"** shall mean that party which directly or indirectly provides or makes available confidential Information to the other in connection with this Agreement.
- (k) **"Keep Confidential"** shall mean not disclosing, using, publishing, communicating, copying, duplicating, causing to be communicated or making available, or any attempt to facilitate or permit these acts to persons who are not parties to this Agreement, except in accordance with this Agreement and unless otherwise agreed in writing by the Parties.
- (l) **"Receiving Party"** shall mean that party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

## **Obligations and Restrictions on Disclosure**

2. The Receiving Party hereby undertakes to:
  - (a) Keep Confidential and not disclose to any third party any Confidential Information which may come to its knowledge, either directly or indirectly, except upon express written authorization of the Disclosing Party and use the same degree of care as it uses to protect its own Confidential Information, but in no case less than reasonable care; and
  - (b) Use Confidential Information only to carry out the obligations relating to the purpose of this Agreement; and
  - (c) Ensure that any Confidential Information will only be disclosed to its employees, advisors, consultant and contractors on a "need to know" basis; in such case, upon request of the Disclosing Party, the Receiving Party shall notify in writing the identity of the persons to which the Confidential Information is going to be disclosed and the Receiving Party shall ensure compliance by such employees, advisors, consultants and contractors with the rules of confidentiality and protection herein provided; and
  - (d) Implement all the necessary measures to prevent that its employees, advisors, consultants and contractors may disclose or divulge Confidential Information to third parties; and
  - (e) Promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with the Disclosing Party's efforts to prevent further unauthorized use or disclosure; and

- (f) Not remove and/or modify any proprietary or confidential marking on the Confidential Information; and
- (g) Comply with Applicable Law on information security, with particular reference to the laws on privacy; and
- (h) Cease to use, copy or reproduce any Confidential Information upon written demand by the Disclosing party.
- (j) All type of shared information, documentation, modules will not be disseminated to any third party in any form. The documentation including codes, sketches, results, analysis sheets etc will not be reproduced/ published or shared in any form i.e. electronic and hard copy. The photocopy of any paw page/section will not be made in any case.
- (k) Any Involved party shall be liable for legal obligations in case of any breach/violation mentioned above. This Agreement may only be modified by a writing signed by an officer of the party to be bound. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, the remainder of the Agreement will continue in full force and effect, and the invalid provision shall be restated to most nearly give effect to its stated intent.
- (l) Return all documentation to CDTL & Directorate of Air Intelligence CRDC (SD) after feasibility and approved utilization.

4. In addition to provisions set forth under Clause 3, the [Receiving Party] agrees to:

- (a) Protect the paper or electronics Confidential Information by implementing all the necessary measures to prevent unauthorized access (i.e. Confidential paper data should be kept in a safety box, while Restricted paper data should be locked in drawers or cabinets; it is highly recommended to keep Confidential and Restricted electronic data in a segregated technical infrastructure with adequate peripheral security systems);
- (b) Do not duplicate confidential and restricted data and exercise strict control in the event of duplication and/or printing of internal Data;
- (c) Use suitable means (e.g. a shredder machine for the paper format) in case where the data must be deleted or destroyed;
- (d) Provide immediate notice to CDTL & Directorate of Air Intelligence CRDC (SD) in the event of a security incident concerning any Confidential Information of CDTL & Directorate of Air Intelligence CRDC (SD) specifying the circumstances of the event and the data involved; information security incidents are both computer incident related to CDTL & Directorate of Air Intelligence CRDC (SD) Confidential Information present in the computer systems of M/S Falcon systems and those regarding the M/S Falcon Systems hardware containing CDTL & Directorate of Air Intelligence CRDC (SD) Confidential Information (e.g., the theft of a computer or computer incident).

**Nothing in this Agreement shall require the Receiving Party to Keep Confidential or otherwise maintain the confidentiality of the Confidential Information disclosed, for the Purpose of this Agreement, if:**

The release and/or the use and/or the disclosure of the Confidential Information is approved and authorized in writing by the Disclosing Party.

**Duration**

5. Without prejudice to Clause above, Agreement shall remain in full force and effect from the Commencement Date for a **period of [25] years** after which it shall automatically expire.

**Return of Confidential Information**

6. In case of expiration and/or termination of this Agreement, the Receiving Party shall lose all the rights to receive, possess and/or make use of Confidential Information provided by the Disclosing Party.
7. In case of expiration and/or termination of this Agreement, or upon written instruction of the Disclosing Party issued at any time during this Agreement, the Receiving Party shall:
  - (a) Promptly and irretrievably return or delete, as the case may be any confidential Information stored on any magnetic or optical disk or memory and all information derived from such sources which is in its possession or under its control; and
  - (b) Not retain copies, extracts or reproductions, in any form or means, of Confidential Information, which the Disclosing Party has required the restitution or destruction of as provided for in clause 3 (h); and
  - (c) Provide, upon requested of the Disclosing Party, a signed statement that it has complied in full with its obligations under this Clause-7, together with such reasonable evidence of its compliance, as the Disclosing Party may request.

**Assignment**

8. Neither Party may assign or transfer this Agreement as well as any of the rights or obligations arising thereunder, other than for the purpose of any internal corporate reconstructions, re-organization or merger, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**Equitable Relief**

9. The Receiving Party acknowledges that any breach or infringement of this agreement may cause serious harm to the Disclosing Party, the amount of which may be difficult to ascertain, and therefore agree that the Disclosing Party shall have the right to apply to any competent court for an order restraining and enjoining any such further infringement and for such other relief as the Disclosing Party deems appropriate. This right of the Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party. In no event, however, shall either party or any of its respective officers, directors or employees be liable to the other Party hereunder for any indirect, consequential, multiple or punitive damages.

**Rights on Confidential Information**

10. It is expressly understood and agreed by the Parties that;
  - (a) Any Confidential Information exchanged under this Agreement shall remain the property of the Disclosing Party; and
  - (b) The disclosing and provision of Confidential Information under this Agreement by either Party to the other Party shall not be constructed as granting to the Receiving Party any rights, whether express or implied, by license or otherwise, on the matters,

inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secrets; and

(c) All the intellectual property rights pertaining to Confidential Information and data disclosed under this Agreements shall, subject to any right of any other owner, be and remain the property of the Disclosing Party; and

(d) The Receiving Party shall under no circumstances obtain any right on the Disclosing Party's patents, trademark or know-how by reason of this Agreements or by disclosure of Confidential Information hereunder.

### **Governing Law and Jurisdiction**

11. It is agreed by the Parties that;

(a) This Agreement shall be governed by and construed in accordance with the laws of Pakistan, without recourse to its conflict of law provisions.

(b) These parties hereby agree to enter into good-faith negotiations to resolve any dispute arising from and/or in connection with this Agreement. These parties agree to attempt resolution of any claim or dispute before the Parties' respective senior management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, such claim or dispute shall be submitted to the Parties' respective executive management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, the Parties hereby agree that said dispute shall be finally settled by the exclusive jurisdiction of the Courts of Pakistan.

### **Relationship**

12. It is agreed by the Parties that;

(a) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligation of the Parties shall be limited to those expressly set forth herein.

(b) Nothing in this Agreement shall grant to any Party the understanding and/or the right to make any commitment of any kind, whatsoever, for or on behalf of each Party, without the written consent of the other Party.

(c) This Agreement is not intended to create any obligation on the Parties to enter into any future agreements(s).

(d) The execution, existence and performance of this Agreement shall be kept confidential by the Parties here-to and shall not be disclosed by any Party without the prior written consent of the other Party.

### **Waiver**

13. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. For the avoidance of doubt, no single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two counterparts by their duly authorized representatives and each counterpart shall be deemed to be an original copy of this Agreement.

\_\_\_\_\_  
Pakistan Aeronautical Complex, Kamra

Supplier:

Address:

Dated: -

Dated: -

Directorate of Central Procurement

Dated: -