

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

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P-36/FOB Section (Contact: 051-9262307, Email: adpn36@paknavy.gov.pk)

Tender No and Date B2602360605  
Tender Description PROCUREMENT OF ROCKET DEPTH CHARGES (RDC-32) ALONGWITH FUZES  
IT Opening Date 12/05/2026  
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:

<b>Sealed Envelop 1 – Technical Offer in Duplicate</b>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been			
S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of IT duly filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (If firm is registered with DGDP)		
11	Tax Filling Proof		
<b>Sealed Envelop 2 – Earnest Money</b>			
This Envelop must contain Earnest Money only.			
<b>Sealed Envelop 3 – Commercial Offer</b>			
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 \_\_\_\_\_

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

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

Understood agreed      Understood not agreed



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

Understood agreed      Understood not agreed



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

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

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

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

Understood agreed      Understood not agreed



d Firms shall submit their offers in two separate envelopes (i.e. one copy

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

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

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

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.

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

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

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

<input type="checkbox"/>	<input type="checkbox"/>
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13. Treasury Challan.

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).

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

16. Inspection Authority. CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2024) or as per terms of the contract.

Understood  
agreed

Understood  
not agreed

17. Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax 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 result of contract concluded against this tender may be rejected as follows:

Understood  
agreed

Understood  
not agreed

a. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be initiated.

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

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

26. Price Variation.

Understood  
agreed

Understood  
not agreed

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

27. Force Majeure.

Understood  
agreed

Understood  
not agreed

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

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

34. Termination of Contract.

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

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

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

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

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

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 \_\_\_\_\_

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

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

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

INVITATION TO TENDER FORM

1 Schedule to Tender No. 2590370\B2602360605 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:04 Hours on 2026-05-12 11:00:00.0 Please drop tender in the Tender Box No. 205

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

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

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null   PROCUREMENT OF ROCKET DEPTH CHARGES (RDC-32) ALONGWITH FUZES Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	400.0 NUMBERS		
Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No
Grand Total				

13. Special Note.

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

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

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

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

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

	5900r/min
Effective range: <ul style="list-style-type: none"> <li>• Long range</li> <li>• Short range</li> </ul>	1250~3130m
	550~1450m
Target Density: <ul style="list-style-type: none"> <li>• Long range</li> <li>• Short range</li> </ul>	$E_x/X \times E_z/X=1/90 \times 1/70$
	$E_x/X \times E_z/X=1/65 \times 1/60$
Temperature	-40 °C~+50°C
Charge in warhead (Tblack-50)	31 Kg
Launching powder (doublelead-2)	7.96 Kg
Fuse (Shenlian-IIA)	5.20Kg
Min firing voltage of electric firing device (JD-1)	6V
Fire transferring device (JH-6)	0.040 Kg
Shelf life	10 years
<b>FUZE</b>	
Performance	Surface blast, underwater triggering blast, group blast, underwater timing blast
Category	Electrical timing & triggering fuze
Weight	5200 g

200 X ROCKET DEPTH CHARGE (RDC-32) ALONG WITH FUZES

GENERAL TERMS & CONDITONS

S No	SPECIAL INSTRUCTIONS/REQUIREMENTS
	<p><b>Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation.</b></p> <p>Firm is required to clearly mention <b><u>Complied/Partially Complied/Not Complied</u></b> remarks against each Clause and qualify same through mentioning references in respective Clause from the attached firm's technical proposal/brochures as per following format.</p>
1.	<p><b><u>COUNTRY OF ORIGIN:</u></b> Imported (other than India and Israel) with OEM CoC.</p>
2.	<p><b><u>COMPLETE DESCRIPTION / RELEVANT INFORMATION (PPRA RULE 10):</u></b></p> <p>Rocket Depth Charge (RDC-32) along with Fuzes.</p>
3.	<p><b><u>DELIVERY SCHEDULE:</u></b></p> <ul style="list-style-type: none"><li>a. FOB basis</li><li>b. Within 12 months from Contract Effective Date</li><li>c. Part delivery is not allowed.</li></ul>
4	<p><b><u>CONTRACT EFFECTIVE DATE (CED)</u></b></p> <p>CED shall be established and notified by the purchaser upon of following pre-requisites:</p> <ul style="list-style-type: none"><li>a. Signing of Contract</li><li>b. After Endorsement by FA(N).</li></ul>
5.	<p><b><u>Payment Schedule</u></b></p> <p>The BCP shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a scheduled Pakistani Bank nominated by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including</p>

7.	<p><b>ACCEPTANCE CRITERIA</b> Inspection/acceptance of stores will be made by ECA/ CINA/ NAIO(A) and PNAD on the basis of specification, description, nomenclature and physical condition of store etc. in presence of firms rep within 30 days of receipt of stores in PNAD.</p>
8.	<p><b>PORT &amp; DOCK CHARGES:</b> All port &amp; dock charges will be paid at actual (If applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ &amp; PDD in Pak Currency.</p>
9.	<p><b>CERTIFICATE OF CONFORMANCE BY OEM.</b> Firm/supplier shall provide correct and valid e-mail and fax No to ECA/CINA and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to ECA/CINA or is to be e-mailed to under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, ECA/CINA shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM Conformance Certificates will be black listed. OEM's CoC must have following information:</p> <ul style="list-style-type: none"> <li>a. Part/Pattern No. of equipment.</li> <li>b. Date/period of manufacturing.</li> <li>c. S.No./Batch No./Lot No should be embossed engraved on the equipment.</li> <li>d. OEM test certificate/FATs/Certification/approval as applicable.</li> <li>e. <i>Description of store along with quantity.</i></li> <li>f. <i>Manufacturer Identification (Name Address and Contract No).</i></li> <li>g. <i>Details of third party testing authority (if their services used).</i></li> <li>h. <i>List of safety/ regulatory standards (as applicable).</i></li> <li>j. <i>Conformance to Standard/ Specifications quoted in the Contract.</i></li> </ul>
10.	<p>Conformance/performance/calibration certificates etc (where applicable) of reputed Certification Authorities relevant to proposed item may be identified and should be made part of annex A to ensure quality of product. Supplier / OEM is to mention such certification in the technical proposal for technical scrutiny/evaluation.</p>
11.	<p><b>CERTIFICATION REQUIREMENT</b></p> <ul style="list-style-type: none"> <li>a. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.</li> <li>b. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores.</li> <li>c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.</li> <li>d. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist will not be acceptable.</li> </ul>

16.	<b>END USER CERTIFICATE (EUC)</b> End User Certificate for OEM/Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier). Supplier shall provide EUC as per contract format.
17.	<b>COMPENSATION ON BREACH OF CONTRACT</b> If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.
18.	<b>SECRECY:</b> The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non Disclosure Agreement (NDA)' as per format at Appendix I is to be signed by the firm at the time of signing by the firm of signing of contract.
19.	<b>INDEMINITY:</b> The Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.
20.	<b>SUBLETTING:</b> The supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.
21.	<b>CORRESPONDENCE</b> All correspondence shall be addressed to the purchaser under intimation to consignee. Correspondence pertaining to payment and issue of Delivery receipt may be addressed to CMA (DP) Rawalpindi and the consignee respectively alongwith copy endorsed to the purchaser i.e DP(N).
22.	<b>RISK EXPENSE (R/E)</b> a. In the event of breach of the contract on the part of the supplier to comply with the contractual obligations related to delivery of stores (excluding the late delivery), the contract is liable to be cancelled at the risk and expense of the supplier. b. The Purchaser shall be entitled to receive back all advance payments made by him and will have the right to re-purchase the stores of similar or equivalent specifications from elsewhere. In such a case, the price difference (if any over and above the Net LC value of this contract) will be paid by supplier as Risk Purchase amount.
23.	<b>PRICE VARIATION</b> Prices in the schedule of stores of the contract are firm and final.
24.	<b>FORCE MAJEURE</b> The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil

29. **ARBITRATION**

Parties shall make their attempt that all disputes arising under this contract shall be settled 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, through written notice to the other party, refer the dispute(s) for arbitration as provided below:

- a. The dispute shall be referred to Secy (DP) for his decisions.
- b. The venue of arbitration shall be the place as the Purchaser at his discretion may determine.
- c. Decision of Secy(DP) shall be final and binding on both the parties.
- d. In the course of arbitration, the contract shall 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

30. **PACKING DETAILS**

Packing and other requirements for system to include following aspect:

- a. Packing note detailing the contents of the consignment/package.

- b. Packing is to be marked as under:

FRONT SITE: Name and address of consignee

TOP: CONTRACT NO \_\_\_\_\_ DATE \_\_\_\_\_

Gross Weight \_\_\_\_\_

Dimensions Yellow marking 4" or 6" in diameter, according to the size of the packing

- c. Detailed environmental effects/requirements to be specified.

ANNEX C TO NHQ I

NDENT NO. 2590370

DATED: 13 JAN 26

INFORMATION/ BASELINE DATA REQUIRED TO BE OBTAINED FROM OEM

S No.	DESCRIPTION	REMARKS
1.	Certificate of Design (C of D)	
2.	Results from new manufacture proof	
3.	Explosive safety assessment data	
4.	Accelerated aging trials data and the identification of Life terminating processes	
5.	Complete Munitions and Explosives components small-scale test data	

UNDERTAKING /NON DISCLOSURE CERTIFICATE

1. I \_\_\_\_\_  
(Name & Appointment)

on behalf of \_\_\_\_\_  
\_\_\_\_\_

(With address and Telephone number)

2. Do hereby submit an undertaking to abide by the provision of Official SecErets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings:

Sig \_\_\_\_\_

Status / Appointment \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

1. Signature of Witness \_\_\_\_\_

Name (in block capital) \_\_\_\_\_

CNIC No \_\_\_\_\_

Seal & Date

(please attach photocopy)

Address \_\_\_\_\_  
\_\_\_\_\_

2. Signature of Witness \_\_\_\_\_

Name (in block capital) \_\_\_\_\_

CNIC No \_\_\_\_\_

Seal & Date

(please attach photocopy)

Address \_\_\_\_\_  
\_\_\_\_\_