

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I
To Be Filled And Uploaded on PPRA Website In Respect of All Public
Contracts of Works, Services and Goods

- NAME OF THE ORGANIZATION/DEPTT. Pakistan Civil Aviation Authority
- FEDERAL / PROVINCIAL GOVT. Federal Govt. (Autonomous)
- TITLE OF CONTRACT PROC. OF QTY.30 MAINTENANCE FREE BATTERIES
(12V,40AH)FOR UPS INSTALLED WITH CNS EQUIPMENT AT EED.
- TENDER NUMBER HQCAA/1992/189/XXLN
- BRIEF DESCRIPTION OF CONTRACT PROC.OF BATTERIES FOR UPS.
- TENDER VALUE Rs.500/-
- ENGINEER'S ESTIMATE _____ N/A _____
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 45 Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
YES Yes / No
- ADVERTISEMENT :
- (i) PPRA Website TS S506409E Yes / No (Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers NO Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME 10-04-2023 11:00)
- NATURE OF PURCHASE Local Local / International
- EXTENSION IN DUE DATE (If any) _____ No _____ Yes / No

➤ NUMBER OF TENDER DOCUMENTS SOLD ONE (01)
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____

c) TWO STAGE BIDDING PROCEDURE. _____

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH
BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED
TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY D.CNS

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING
A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED ONE (01)

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes Yes/ No

➤ WHETHER INTEGRITY PACT WAS SIGNED No. Yes / No

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All Public
Contracts of Works, Services & Goods

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS
ONE (01)

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER_ M/S ARIFHAQ TRADERS.
Office at. R-1492,BLOCK-14 F.B AREA ,KARACHI .

- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID). 01st Lowest

- NEED ANALYSIS (Why the procurement was necessary? Batteries are required for the UPS
installed with CNS Equipment.

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly
describe). N/A

➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes / No

➤ DATE OF CONTRACT SIGNING 21-09-2023
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE RS: 1,470,000/-

➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No
(Attach copy of the bid evaluation report)

➤ ANY COMPLAINTS RECEIVED No Yes / No
(If yes result thereof)

➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No Yes / No
(If yes give details)

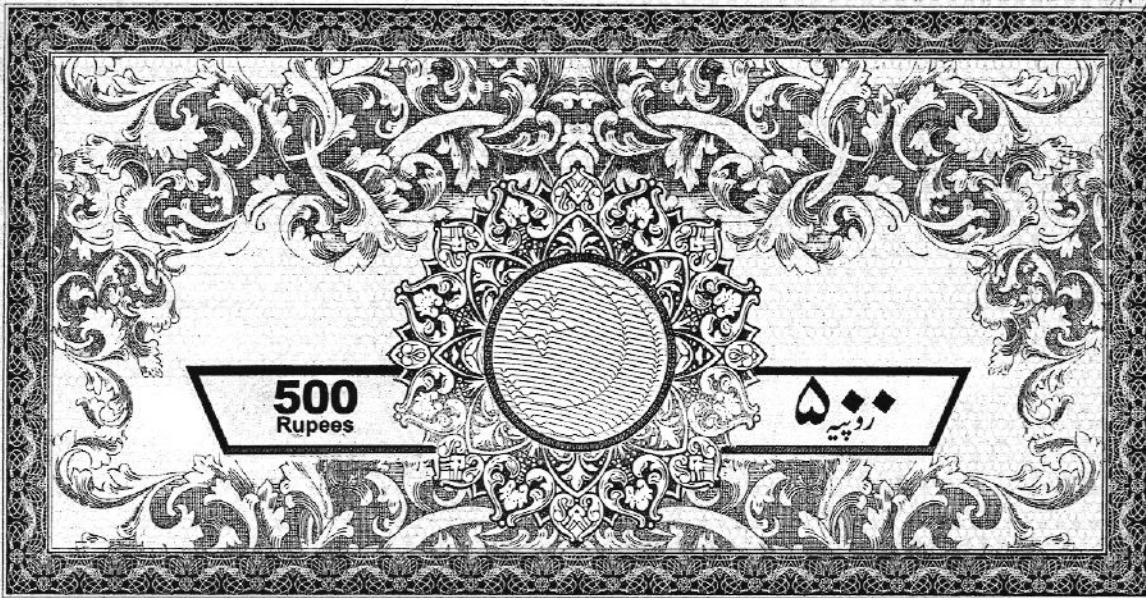
➤ DEVIATION FROM QUALIFICATION CRITERIA NO Yes / No
(If yes give details)

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

N/A



27A/R



GHULAM HUSSAN STAMP VENDOR
Lic No.33, S No. A-1 Malir Hall
Karachi-Pakistan

22 AUG 2023

S.NO.....DATE.....126779
Issued To With Address.....
Through With Address... M. AYUB KHAN
Purpose..... Advocate 1364
Value Rs.....Attested
Stamp Vendor's Signature.....
Not For Use: Free Will & Justice Decd
Vendor: Not Responsible Any Fake Documentation

CONTRACT BETWEEN PAKISTAN CIVIL AVIATION AUTHORITY
AND M/S. ARIFHAQ TRADERS
CONTRACT NO.HQCAA/1992/189/XXLN

PROCUREMENT OF QTY.30 MAINTENANCE FREE BATTERIES (12V, 40AH) FOR UPS
INSTALLED WITH CNS EQUIPMENT AT EED

THIS CONTRACT is made this the 21 SEP 2023 day 2023 two thousand _____

BETWEEN

The Civil Aviation Authority (CAA) established under the Pakistan Civil Aviation Authority Ordinance 1982, with its Head Quarters at Terminal No.1, Jinnah International Airport, Karachi, Pakistan, hereinafter referred to as the "Purchaser" (which term shall include its , authorized representatives and successor in interest) of the First Part;

AND

M/s. Arifhaq Traders, (Proprietorship) a registered firm, with its office at, R-1492, Block-14, F.B. Area, Karachi, Pakistan, hereinafter, referred to as the "Supplier" (which term shall include its, authorized representatives and successors-in-interest) through Mr. Arifhaq Trader (Proprietor), of the Other Part.

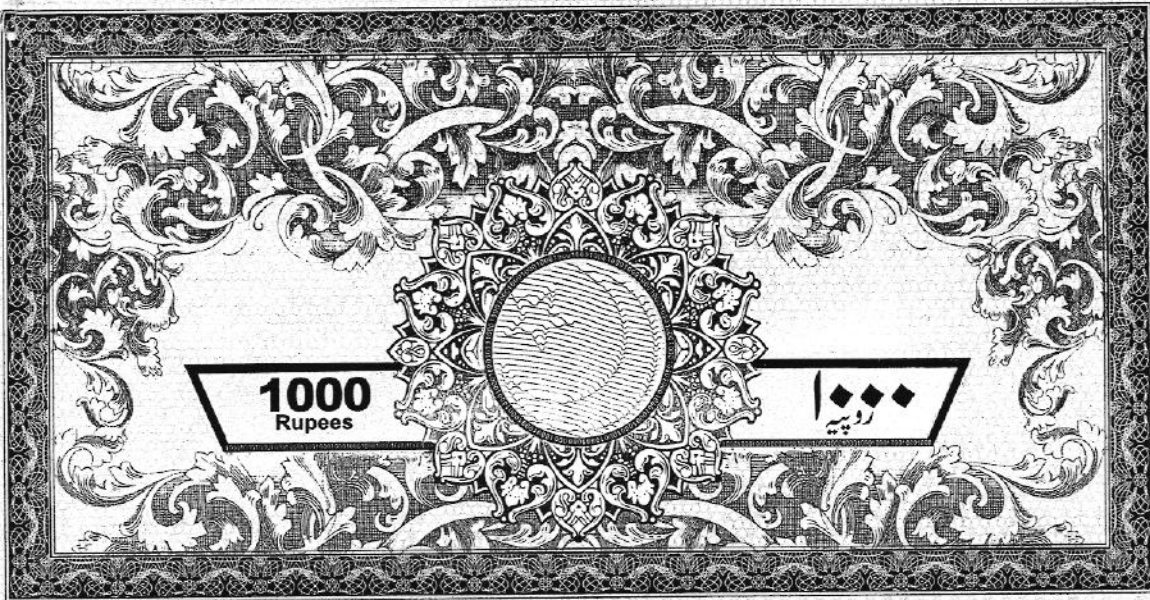
WHEREAS, it has been agreed that the Purchaser shall purchase and Supplier shall sell the items and or equipment, which shall hereinafter be referred to as "the Stores", particulars and details of which including price, have been given in Annex "A" to this contract.

The terms and conditions as stipulated in this contract shall constitute the entire agreement between the two parties and shall supersede any previous undertakings, commitments or representations whether oral or written in this regard.

ARIFHAQ TRADERS
R-1492, Block-14, F.B. Area, Karachi
Cell: 33772000

Signature
Stamp of Arifhaq Traders

NOW → P/2



GHULAM HISSAN STAMP VENDOR

Lic No.33, S... No, 4-1 Main Hall
Karachi-Pakistan

71033 22 AUG 2023

S.No..... DATE.....

Issued To With Address.....

Through With Address... **M. AYUB KHAN**

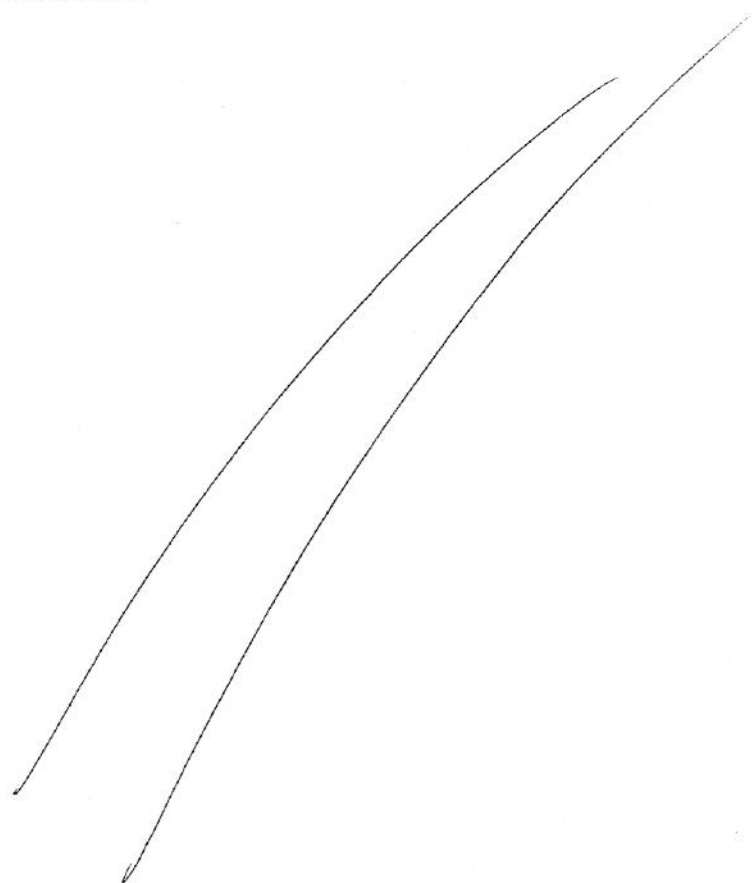
Purpose..... **Advocate 1364**

Value Rs..... Attested

Stamp Vendor's Signature.....

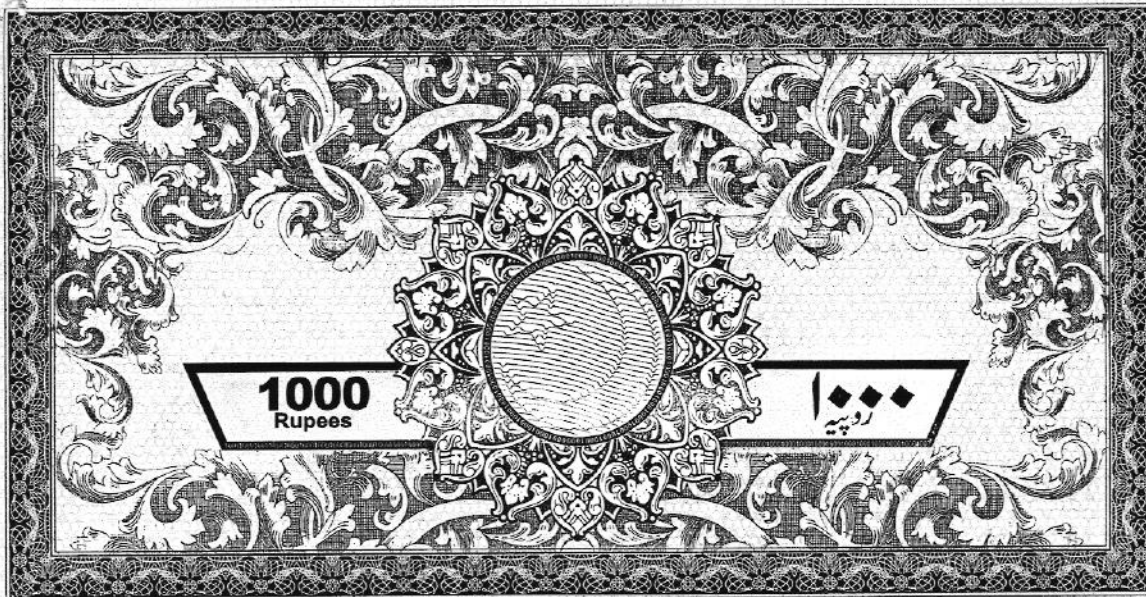
[Handwritten Signature]

Not for use Forc With & Divorce Deca
Vendor Not Responsible Any Fake Documentation



[Handwritten Signature]

[Handwritten Signature]



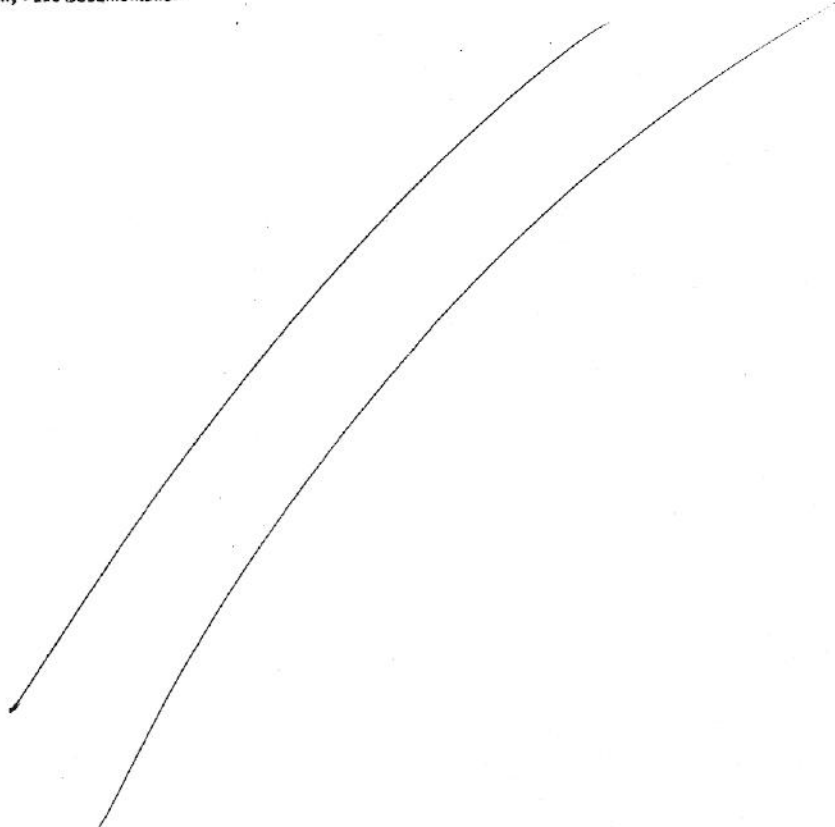
GHULAM HUSSAN STAMP VENDOR

Lic No.33, S No. A-1 Mair Hall
Karachi-Pakistan

71034

22 AUG 2023

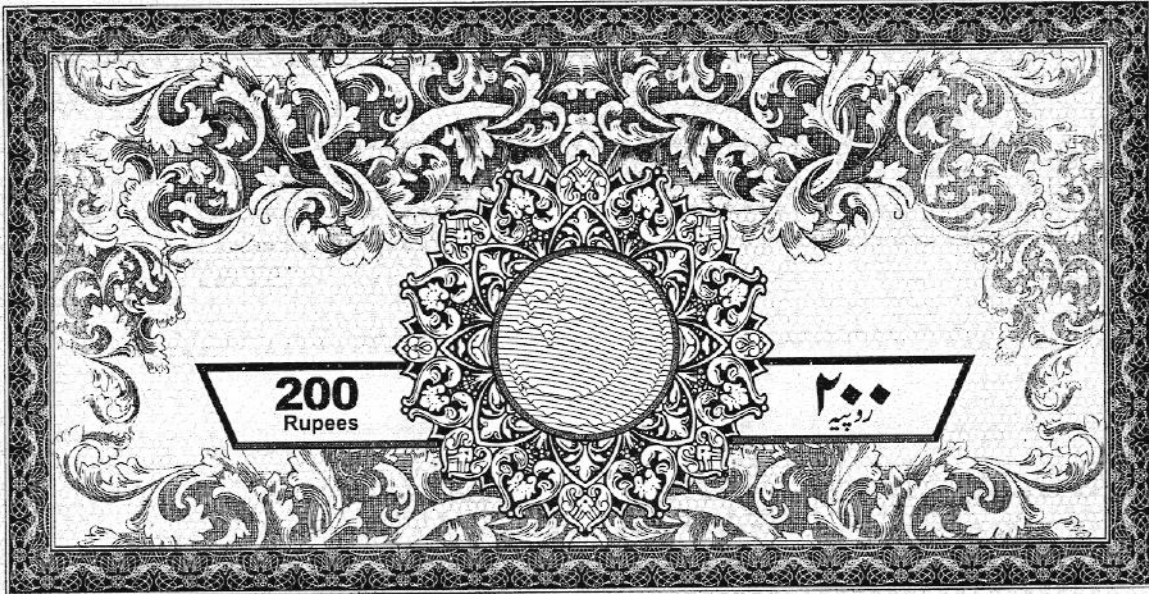
S.No..... DATE.....
Issued To With Address.....
Through With Address... M. AYUB KHAN
Purpose..... Advocate 1364
Value Rs..... Attested
Stamp Vendor's Signature.....
Not For Use: Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documentation



HAQ TRADERS
Block 14
Karachi
3172110



G928714



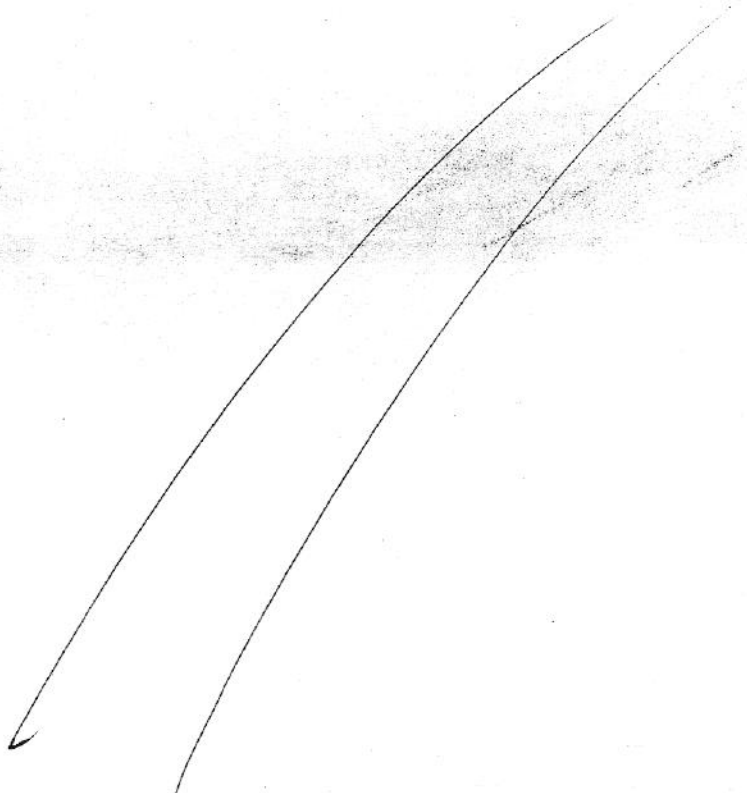
GHULAM HUSSAN STAMP VENDOR

Lic No.33, Suit No. A-1 Main Hall
Karachi-Pakistan

NO..... DATE.....
Issued To With Address.....
Through With Address... M. AYUB KHAN
Purpose..... Advocate 1364
Value RS..... Attested
Stamp Vendor's Signature.....
Not For Use: Pres. Will & Divorce Court
Vendor Not Responsible Any Fake Distribution

65143

11 SEP 2023



TRADERS
Block 14



Now, therefore, this contract witnessed as under:-

1(a). DEFINITIONS

- 1.1 "Consignee" means OIC Logistic Center (South), JIAP, Karachi, Pakistan.
- 1.2 "Contract" means the present document signed by Purchaser and Supplier containing the contract terms and conditions together with the Annexure "A" thereto.
- 1.3 "Country of Origin" means the place where goods were manufactured produced, received, or from which the services are supplied.
- 1.4 "Contract Price" means the price shown in Annex "A" to the contract.
- 1.5 "Equipment/Stores" means **Maint. Free Batteries (12V, 40AH)** and all other items to be supplied by the in accordance with Annex "A"
- 1.6 "Inspecting Authority" means the Director CNS, Headquarters Civil Aviation Authority, Terminal No. 1, Jinnah International Airport, Karachi, Pakistan.
- 1.7 "Inspecting Officer" means **AdID. EED JIAP Karachi.**
- 1.8 "Purchaser " means the Civil Aviation Authority of Pakistan (Headquarters), Terminal No.1, Jinnah International Airport, Karachi-75200, Pakistan.
- 1.9 "Supplier" means **M/s. Arifhaq Traders**

1(b) PARTICULARS

- (a) INDENTOR. Add. Dir. Tele. & Elects. HQCAA,
JIAP, Karachi
- (b) INDENT NO. 28464 dated 13-02-2023
- (c) CONTRACT NO. HQCAA/1992/189/XXLN
Dated: **21 SEP 2023**
- (d) SUPPLIER **M/s. Arifhaq Traders**
- (e) CONSIGNEE OIC Logistic Center (South),
JIAP, Karachi,
- (f) HEAD OF ACCOUNT/
ADP SCHEME NO. 5202001-301001 F.Y 2023-24
- (g) SCHEDULE OF STORES As per attached ANNEXURE "A"
- (h) INSPECTING OFFICER **AdID. EED JIAP Karachi**
- (j) INSPECTING AUTHORITY Director CNS,
HQ Civil Aviation Authority,
Terminal No.1, JIAP, Karachi

ARIFHAQ TRADERS
Karachi
No.

DATE

DELIVERY ⇒ P/3

2. **DELIVERY**

- 2.1 The Supplier shall deliver the Stores, mentioned in Annexure A, to the consignee within 45 days from the date of signing of this contract.
- 2.2 Part Delivery / Part Payment is allowed within the time frame described in para- 2.1 of the contract.

3. **PERFORMANCE BOND OR SECURITY DEPOSIT**

3.1 For due, satisfactory and timely supply of the Equipment or Stores, the Supplier shall furnish to Civil Aviation Authority a Performance Bond or Security Deposit @ 10% (Ten Percent) of the total contract value at the time of signing of this contract. The Supplier shall keep the Performance Bond or Security Deposit valid till satisfactory completion of the contract, including the completion of warranty period. This Performance Bond or Security Deposit shall be in shape of:-

- (a) Pay Order in the name of Civil Aviation Authority, Karachi from any scheduled bank of Pakistan.
- OR
- (b) Bank Guarantee from a bank acceptable to CAA on approved format attached as Annex "B".

3.2 The Supplier shall have no claim against the Purchaser in respect of interest on Security Deposit or depreciation of currency, what so ever.

3.3 On satisfactory performance of the contract and completion of warranty period, as applicable the Security Deposit or Performance Bond will be returned to the Supplier.

3.4 In case of unsatisfactory performance of the Supplier or in the event of any breach of terms, given in the contract till completion of warranty period, the Purchaser may forfeit the Security Deposit or en-cash the Performance Bond in all or in part as deemed fit and proper by the Purchaser.

3.5 **The bid security shall be forfeited:**
If a contractor submits fake/bogus pay orders/bank guarantees/ as Bid Security or any other fake/tempered document, not only his bid will be cancelled and the firm will be debarred / black listed but all his security deposits (performance guarantees)/bid security etc will be forfeited.

4. **TERMS OF PAYMENT**

4.1 The Supplier shall submit original invoice / bill in triplicate alongwith Sales Tax Invoice to Additional Director Log. ANS, HQ CAA, Karachi, alongwith the following documents:-

4.1.1 Certified Receipt Voucher (CRV) issued by the Consignee.

4.1.2 A copy of Professional Tax Certificate issued by the Excise and Taxation Office

4.1.3 A copy of National Tax Certificate issued by the Income Tax Department

4.2 Payments of the stores shall be made within 30 days upon issue of receipt voucher indicating receipt of the store by the purchaser without any discrepancy / defect and submission of bill with complete documents.

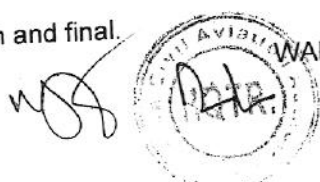
4.3 The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government and submit an undertaking that all government taxes for the supply of goods (and allied services if any) have already been paid or submit proof of such payments at the time of submission of bills for payment

5. **PRICE(S)**

The prices mentioned in Annex "A", are firm and final.

WARRANTY => P/4

TRADERS
Block-14
Karachi
372110



6. **WARRANTY**

The Supplier shall warrant the store for a period of Twelve (12) Months from the date of issuance CRV PCAA (**free of cost replacement with same brand and specification**), against any design or manufacturing defect, bad workmanship or faulty material. In case of any defect, fitment problem or discrepancy of any nature whatsoever, the Supplier shall replace defective Equipment and/ or Store free of cost. In case supplier fails to replace the defective Store and or Equipment within **45** days of intimation by the Purchaser, the Supplier shall refund the cost of the Stores in currency in which received within **15** days, after the above mentioned **45** days, otherwise the Purchaser shall have the right to take action under clause 9 of the contract and/ or forfeit the Performance Bond or Security deposit.

7. **Tax/Duty Exemption**

The equipment / spares exclusively imported for use at IIAP Project Islamabad shall avail exemption of taxes and duties specified in para-V under 5th schedule Part-VI of custom Act 1969, for which the list of equipment / spares and other relevant documents are required to be provided by the supplier / contractor for seeking authorization by Aviation Division (Government of Pakistan) as per National Aviation Policy 2015. After getting exemption of tax and duties on imported goods / equipments / spare, the effect of exemption will be transferred to PCAA by reducing the same exempted tax mount from the invoice price. This shall not be applicable in case of the equipment/goods imported earlier or available Ex Stock. In this case the bill of entry and other relevant documents are to be submitted with bill invoice.

8. **QUALITY OF STORES**

The Supplier shall ensure that the Stores being supplied against this contract are new, unused and conform to the specifications, description given in the Annex "A" and shall be replaced free of cost if found defective on Acceptance Test by the Inspecting Officer, as per clause 11 hereof.

9. **FAILURE AND TERMINATION**

Should the Supplier fail to deliver the Stores/Equipment or any part thereof to the Consignee within the prescribed period or within such extended period as may be agreed in writing by both the parties, the Purchaser shall on expiry of **05 days** grace period be entitled to take either of the following actions:-

9.1 To cancel the contract and/ or forfeit the Security Deposit as per clause 3.4 of this contract after giving seven days written notice to the Supplier and/ or initiate case for suspension or debarment or blacklisting as per CAAO "No.CAAO-003-ESCW" for **BLACKLISTING OF CONTRACTORS & SUPPLIERS** available on CAA website.

OR

9.2 To cancel the contract and or purchase from elsewhere the defective or the un-supplied Stores at the risk and expense of the Supplier, after giving him seven days written notice. The Supplier shall be liable for any loss, which the Purchaser may sustain on this account, but shall not be entitled to any gain on repurchase.

10. **LIQUIDATED DAMAGES**

The Purchaser shall have the right to impose liquidated damages at the rate of two percent (2%) per month of the value of the un-supplied Stores or any part thereof for the period exceeding the delivery period, subject to the provision that the total amount thus levied shall not exceed ten percent (10%) of total Contract value of the un-supplied Stores. The Liquidated Damages **shall not be imposed** if the **complete delivery** of stores/equipment **as per Annexure 'A'** to the contract with **incidental services (if any) is accomplished** by the supplier **within the Grace Period** as defined in clause 9 above.

11. **INSPECTION**

11.1 An inspection of the Stores be arranged at Consignee's premises (or at the Supplier premises) by Inspecting Officer or his representative to check the quality of the Stores, and the Inspecting Officer will sign or issue the acceptance or rejection certificate.

11.2 Rejected Stores, if left uncollected at the Purchaser i.e., Civil Aviation Authority's premises, shall be at the Supplier's risk and expense. Damaged Stores shall not be accepted. The Supplier shall remove the rejected or damaged Stores within **7** days at his expense.

AG TRADER
Block-14
Karachi
347-317219

MJS
D.H.

PACKING =>P/5

12. **PACKING**

The Stores shall be duly and appropriately packed in original manufacturer packing. No loose Stores shall be accepted at the time of delivery.

13. **SETTLEMENT OF DISPUTES**

In case of any difference or dispute arising between the Purchaser and the Supplier in respect of the interpretation, conduct or performance of any terms & conditions of this contract, the same shall be referred to DG CAA for decision, which shall be final and binding upon both the parties to this contract

14. **FORCE MAJEURE**

If delivery is hindered or delayed by any cause beyond the control of the Supplier such as strikes, lock-outs, wars, fire and acts of God etc., reasonable extension may be granted to the Supplier by the Purchaser on his written request giving detailed reasons with proof thereof.

15. **HSE MANUAL**

Kindly go through the attached HSE Manual and comply/abide by all clauses.

16. **INDEMNITY**

The supplier shall indemnify the purchaser against all third party claims, including claims of infringement of patent.

17. **CORRESPONDENCE**

All correspondence pertaining to this contract shall be addressed to the Additional Director Log (ANS), HQ CAA, Terminal No.1 JIAP Karachi, for the Purchaser and to the **M/s. Arifhaq Traders** for the Supplier.

18. **AMENDMENTS**

The contract may be amended or modified with the mutual consent and/or agreement in writing by both the parties to the contract.

19. **LAW GOVERNING**

The laws of Pakistan shall govern this contract.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT AT KARACHI ON THE DATE MENTIONED ABOVE.

for and on behalf of the Supplier

for and on behalf of the Purchaser


(M/s. Arifhaq Traders)
ARIFHAQ TRADERS
Block-14
J.I.A.P. Karachi
5372110




(SAEED AHMED BUTT)
Director CNS
Pakistan Civil Aviation Authority

WITNESS

1. 42267-9371593-5 (Waqar Ashraf)
2. _____

Distribution

- | | |
|--|--------|
| 1. OIC Logistic Center (South) JIAP, Karachi | 1 Copy |
| 2. Additional Director Finance Disb. HQ CAA, JIAP, Karachi | 1 Copy |
| 3. AdID. Tele. Elects. HQCAA, JIAP, Karachi | 1 Copy |
| 4. AdID. EED JIAP Karachi. | 1 Copy |
| 5. Fixed Assets & Inv Cont. Section HQ CAA Karachi | 1 Copy |
| 6. M/s. Arifhaq Traders | 1 Copy |

Dated 21 SEP 2023

SCHEDULE OF STORES
PROCUREMENT OF QTY.30 MAINTENANCE FREE BATTERIES
(12V,40AH) FOR UPS INSTALLED WITH CNS EQUIPMENT AT EED

M/s ARIFHAQ TRADERS

S. No	ITEM DESCRIPTION	QTY	UNIT PRICE (Rs)	TOTAL PRICE (Rs)
1.	RECHARGEABLE SEALED LEAD ACID BATTERY • Make :LONG • Model :WP40-12 • Type : Maintenance Free • Nominal Voltage :12V • Ampere Hour: 40 WARRANTY • (12 Months replacement warranty from the date of issuance of CRV from PCAA)	30	49,000/-	1,470,000/-
Total Price inclusive of 18%GST				1,470,000/-

F.O.R KARACHI:

Rupees : One Million Four Hundred Seventy Thousand Only.



6A

IT NO. HQCAA/1992/189/XXLN

PROCUREMENT OF QTY.30 MAINTENANCE FREE BATTERIES (12V, 40AH) FOR
UPS INSTALLED WITH CNS EQUIPMENT AT EED

DATE OF BID OPENING: 10-04-2023

FOLLOWING FIRMS PURCHASED THE BIDDING DOCUMENTS

S/NO	NAME OF SUPPLIERS	DATE OF BID PURCHASED	HABIB METRO DEPOSIT SLIP NO. AND DATE	BID FEE RS.
1	M/S ARIF HAA ^{Taqdeer}	05-04-2023	05-04-23, 12836714	500
2.				
3				
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5				
6.				
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8				
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10.				
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12.				
13.				
14.				

PPRA TENDER NO. TS506409E

E. 24A

FINAL EVALUATION REPORT
(As Per Rule 35 of PP Rules, 2004)

1. **Name of Procuring Agency:** PAKISTAN CIVIL AVIATION AUTHORITY.
2. **Method of Procurement:** Single Stage Two Envelope Bidding Procedure
3. **Title of Procurement:** PROCUREMENT OF QTY. 30 MAINT. FREE BATTERIES (12V, 40AH), FOR UPS INSTALLED WITH CNS EQUIPMENT AT EED
4. **Tender Inquiry No.:** HQCAA/1992/189/XXLN (9801)
5. **PPRA Ref. No. (TSE):** TS506409E
6. **Date & Time of Bid Closing:** 10-04-2023 & 10:30 AM
7. **Date & Time of Bid Opening:** 10-04-2023 & 11:00 AM
8. **No of Bids Received:** One (01)
9. **Criteria for Bid Evaluation:** Compliance Based
10. **Details of Bid(s) Evaluation...**

Sr.#.	Name of Bidder (s)	Marks		Total Evaluated Cost	Rule/Regulation/SBD*/Policy/ Basis for Technical Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
		Technical (if applicable)	Financial (if applicable)		
i	M/s. Arifhaq Traders	Compliant	Compliant	Rs. 1,470,000/-	Most Advantageous bid as per Rule-2(h) (i) of PPR – 2004

***Standard Bidding Documents (SBD).**

Most Advantageous Bidder: (a). M/s. Arifhaq Traders

11. Any other additional / supporting information, the procuring agency may like to share.

Signature:


HUMAYUN AZHAR SIDDIQUI
Senior Assistant Director Logistics (ANS)
HQs Civil Aviation Authority

Official Stamp: