

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I
(As Per Rule 47 of PP Rules, 2004)

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

- NAME OF THE ORGANIZATION/DEPTT. Headquarters Airports Security Force
- FEDERAL / PROVINCIAL GOVT. Federal Govt
- TITLE OF CONTRACT SMG 7.62 x 39mm
- TENDER NUMBER 6/2021-22/Proc
- BRIEF DESCRIPTION OF CONTRACT Supply of 1593 x SMGs 7.62 x 39mm
Make Sarsilmaz Model SAR 308 Turkey
- TENDER VALUE Rs.409,950,585/-(409.950 million)
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 30-09-2022
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? No. Special Budget Alloted for NGIA Yes / No
- ADVERTISEMENT :
- (i) PPRA Website Yes (161727 dated 05-04-2022) 477411 Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers Yes (Ausaf & Express Tribune) KLI, 25-03-22 Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 07-09-2021 at 1130 Hrs
- NATURE OF PURCHASE Int. through Local based firm Local / International
- EXTENSION IN DUE DATE (if any) No Yes / No

4102

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- NUMBER OF TENDER DOCUMENTS SOLD 08
(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.) NO
- WHO IS THE APPROVING AUTHORITY DG ASF
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N/A
- NUMBER OF BIDS RECEIVED 05
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED Yes Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)
(As Per Rule 47 of PP Rules, 2004)

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 05

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____
M/s Crimson International, A1-New Spinzer, IT Towers, University Road
Peshawar

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

1st M/s Crimson International, Pew Rs. 409,950,585/-

2nd M/s Defence Resource Group Lhe Rs.517,725,000/-

3rd M/s Wah Industries Ltd, Wah Cantt Rs.626,049,000/-

➤ NEED ANALYSIS (Why the procurement was necessary?) _____
For Safety & Security of New Gawadar International Airport which is going
to be operational soon.

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) NO

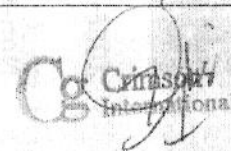
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes / No
- DATE OF CONTRACT SIGNING 08-06-2022
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs. 409,950,585/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No
(Attach copy of the 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) No

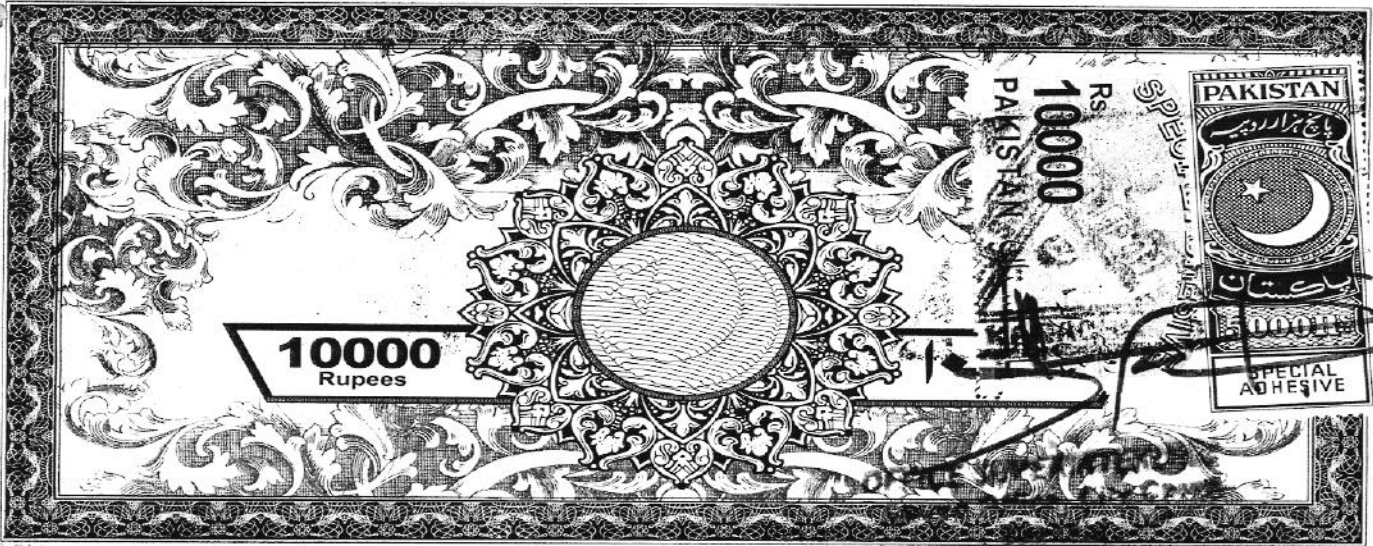
Schedule of stores to be supplied on Contract Number 69/2/2021-22/Proc Dated 08 June, 2022

Description of Store(s)	Specifications & Accessories		Accounting Unit	Qty	Unit Price (Rs)	Total Price (Rs)
SMG 7.62 x 39mm Make: Sarsilmaz Model: SAR 308, Turkey	Caliber	7.62 x 39mm (retractable stock)	Nos.	1593	257,345/-	409,950,585/-
	Weight	3.85kg				
	Length (Min)	980 mm Stock full open				
	Muzzle Velocity	680 m/s				
	Cyclic rate of fire	650 rd / min				
	Operation	Gas operated long stroke piston				
	Fire mode	Safe, Semi, automatic				
	Sights	Mechanical sights with 2 separate ranges for fast target				
	Ammunition Type	7.62 x 39mm				
	Magazine	4 x 30 Rds magazines				
	Shelf Life	Yes				
Warranty (Free of cost)		Two years				



401630

Contract Number 69/2/2021-22/Proc Dated 08 June, 2022



STAMP OFFICE CITY COURT, KARACHI

Issued to Zohid Mehmood
 CNIC/REG. NO. 42201-07209617
 Vide D.S.R. No. 1 Dt. 7-6-22
 On behalf of Challan No. 12 Dt. 6-6-22
 for the purpose of S2

Rs. Ten Thousand Only
07 JUN 2022

JUN 2022

Entry No. 1 Dt. 7-6-22

07 JUN 2022

CONTRACT CONDITIONS / CLAUSES

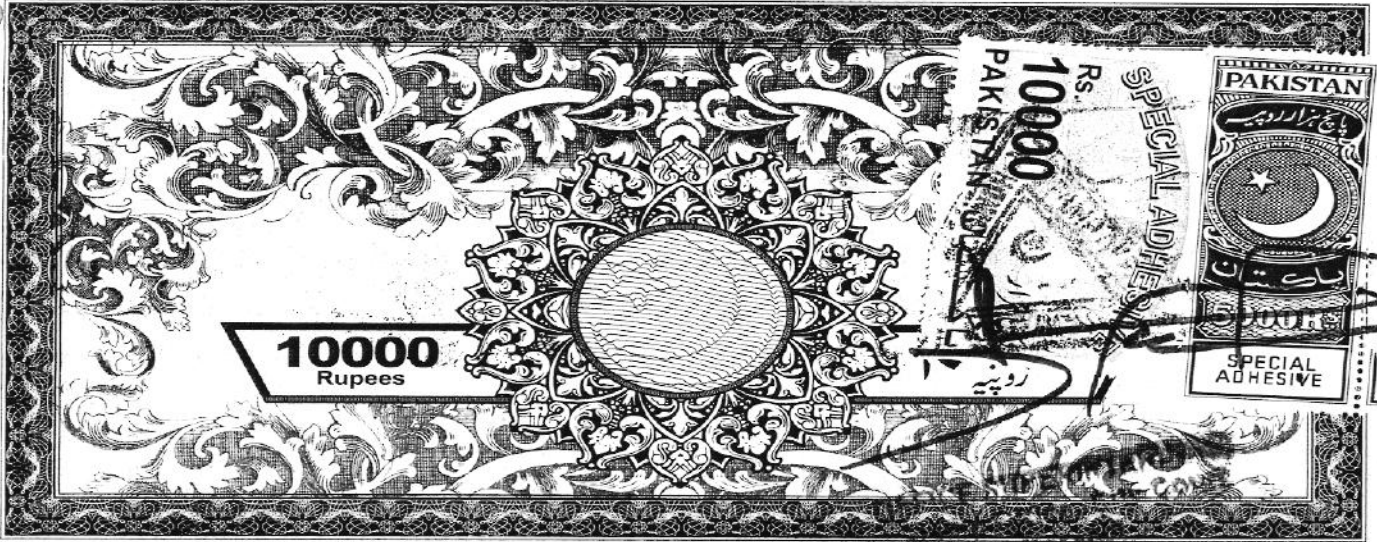
1. Indenter *Ex Officio Vendor* : Headquarters Airports Security Force, Karachi
2. Budget Head : A-9899 – Others (Purchase of other Assets)
3. Consignee : Headquarters Airports Security Force, Karachi
4. Maker's Name and Brand : SMG 7.62 x 39mm SAR 308, Sarsilmaz Turkey
5. Name of Supplier : M/s Crimson International, Peshawar
6. OEM : SARSILMAZ, Organize Sarrayi Bolgesi 5, CAD N12, Beykoy / DUZCE, TURKIYE
7. Country of Origin : Turkey
8. Country of Manufacture : Turkey

9. Terms and Date of Delivery

a. The Supplier will supply contracted store(s) in complete for inspection / acceptance by 30th Sep 2022 and supply in respect of store(s) found acceptable by the Inspection Board of Officers would be considered as complete but this shall exclude store(s) not conforming to specifications or required standards or which are not so delivered by due date.

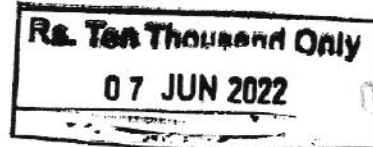


[Handwritten Signature]
 Crimson International



STAMP OFFICE CITY COURT, KARACHI

Issued to Zahid Mehmood
 CNIC/LEG No: 42201-07209817
 Vide D.S.R. No: 1 DT: 7-6-22
 On behalf of Chaitan No: 12 DT: 6-6-22
 for the purpose of 3



07 JUN 2022

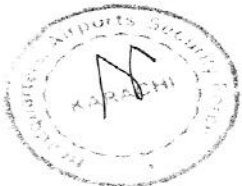
Entry No. 7 **Certificate Receipt Voucher (CRV) / Inspection Note(s)** The Consignee will forward **07 JUN 2022** (s) duly accepted with three copies of Inspection / Acceptance Note to Central Store Headquarters ASF. Central Store in turn will prepare CRV and forward it to Procurement Branch.

10. Inspection

- a. **Pre-Shipment Inspection:** Supplier / OEM will furnish a formal / written intimation regarding the readiness of contracted weapons to Airports Security Force, Karachi, prior to shipment / dispatch. Pre-shipment inspection of entire consignment will be carried out by the Board of Officer of Headquarters Airports Security Force, Karachi. Pre-shipment inspection will be carried out at OEM warehouse / factory premises.
- b. **Post-Shipment Inspection:** Post-Shipment inspection will include tallying of serial numbers of each weapon against those approved in the Pre-Shipment inspection carried out by OEM.
- c. **Inspection Authority** : Board of Officers HQs ASF
- d. **Place of Inspection** : Headquarters ASF

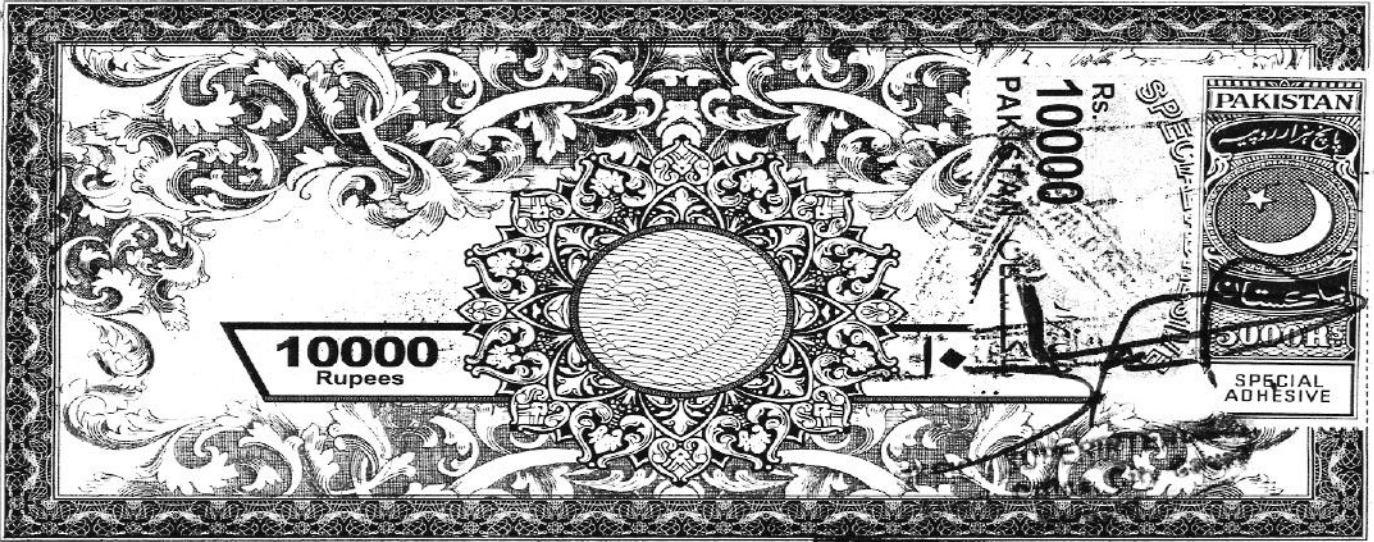
11. Checking of Store(s) at Consignee's End

Store(s) will be checked at consignee's end in the presence of supplier's representatives. Supplier will arrange inspection of store(s) within 7 (seven) days after delivery of store(s). If no intimation from the supplier is received within 7 (seven) days from date of delivery the consignee will have the right to proceed with the checking without supplier's representative. Consignee's report on checking of Store(s) will be binding on the supplier. If for the reasons of economy or any other reason, the supplier decides not to nominate his representative for such checking an advance written notice to this effect



401632

Contract Number 69/2/2021-22/Proc Dated 06 June, 2022



Rs. Ten Thousand Only
07 JUN 2022

OFFICE CITY COURT, KARACHI
 Issued to Zohra Mehmood
 CNIC/ILEC No. 42201-07209612
 Video P.R. No. 1 of 7-6-22
 On behalf of the owner 12 of 6-6-22
 for the purpose of 32

Entry No. 1 will be given by the supplier to the consignee prior to or immediately on delivery of store(s). In such an event the supplier will clearly undertake that the decision of consignee with regard to quantities and description of consignment will be taken as final and discrepancy found will be accordingly made up by supplier.

12. Delivery / Payment Condition

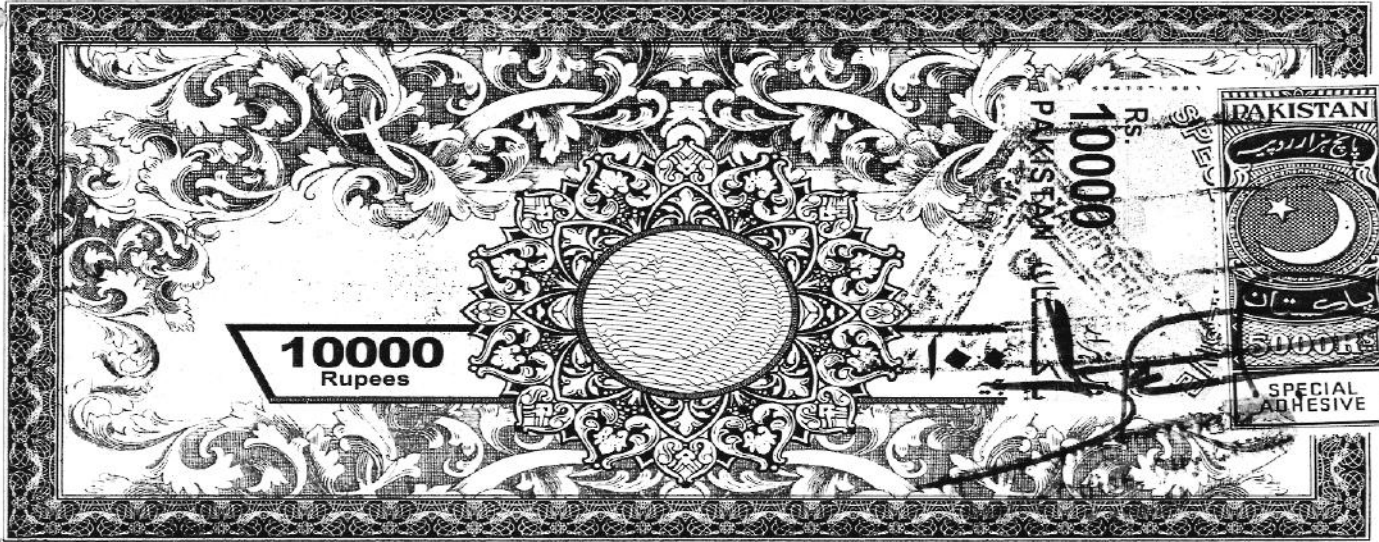
- a. Part Delivery & Part Payment will not be allowed / made. 100 % advance payment will made to supplier by the purchaser against an unconditional bank guarantee of 100% contractual amount.
- b. A confirm and irrevocable letter of credit of 100% contract value shall be opened in favor of the foreign principal M/s SARSILMAZ, Organize Sarrayi Bolgesi A.S. Duzce – Turkiye, by the supplier M/s Crimson International, A-1, New Spinzer IT Towers, University Road, Peshawar through State Bank of Pakistan or any schedule bank of Pakistan.
- c. The supplier will pay 100% payment through letter of credit to foreign principal upon submission of the following document. Contract No and LC No shall be endorsed on each document:
 - i. Commercial Invoices
 - ii. Packing list
 - iii. Bill of Lading / Air way Bill
 - iv. Principal's letter of warranty on DPL-15
 - v. Acceptance Certificate by End User
 - vi. Copy of CRV issued by the Consignee
- d. Freight charges upto consignee end to be paid by supplier.
- e. CRV shall be issued after completion of all Contractual Formalities
- f. Letter of Credit will be opened at risk and cost of supplier in the name of OEM / Principal
- g. Payment against the letter of credit shall be made by the bank concerned on production of documents as mentioned above in point 12 C.



Crimson International
[Signature]

401633

Contract Number 69/2/2021-22/Proc Dated 08 June, 2022



STAMP OFFICE CITY COURT, KARACHI
 Issued to Zohia Mehmood
 CNIC/LEG No: 42201-07209817
 Vide D.S.R. No: 1 DT: 7.6.22
 On behalf of Challan No: 12 DT: 6.6.22
 for the purpose of S2
 Entry No: 1 Terms of payment: 7.6.22

Rs. Ten Thousand Only
07 JUN 2022

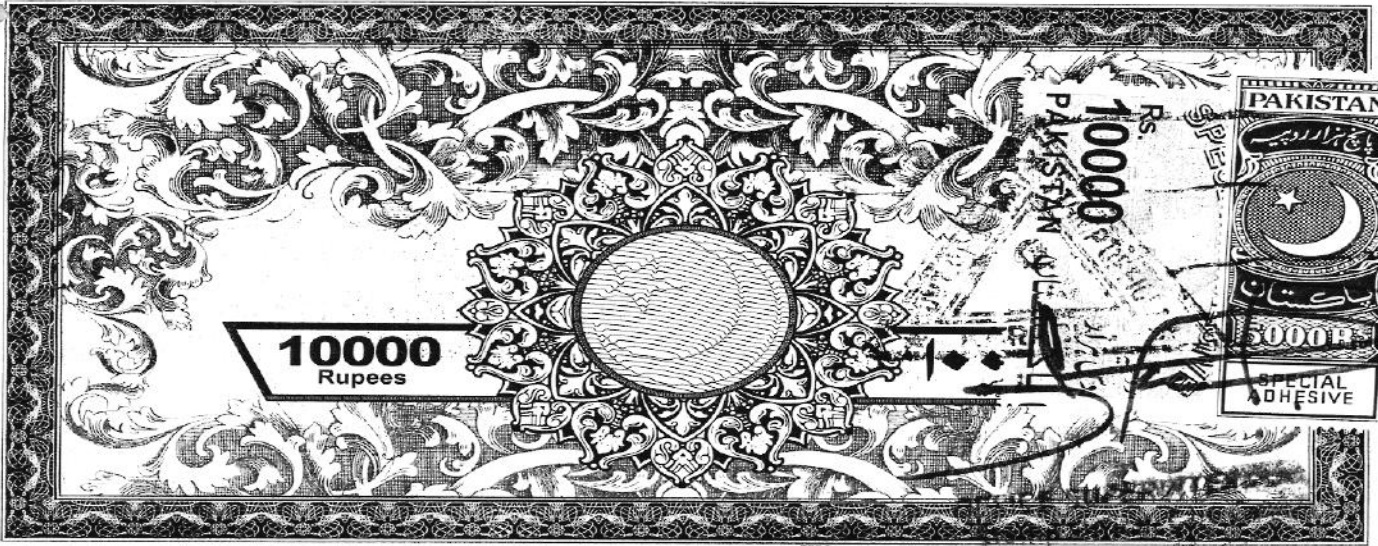
- 07 JUN 2022** The rates mentioned in the contract the supplier will raise pre-Received bill in triplicate.
- b. Finance Branch *Ex-Officio Head* ASF will prepare and present a contingent bill based on pre-receipted bill raised and GST Invoice provided by the supplier to AGPR Karachi and subsequently payment would be made to the supplier.
 - c. The supplier will Issue proper receipt regarding receipt of payment.
 - d. Finance Branch Headquarters ASF will issue Income Tax Deduction Certificate based on actual deduction made by AGPR Karachi to the supplier.
- 14. Discrepancy and Refund against Short Supplies.** On receipt of store(s), the consignee shall check the correctness against the Invoice / Delivery Note supplied by the supplier. If supplied store(s) is found short or any other discrepancy is discovered in the consignment, the consignee will render discrepancy report to the supplier within 30 (thirty) days after receipt of store(s). The supplier will be responsible for making good such discrepancies within 7 (seven) days from the date of receipt of discrepancy report and will deliver store(s) to consignee's specified place (designated Airport anywhere in Pakistan where store(s) will be delivered) free of cost.
- 15. Duties and Taxes.** The Price mentioned in the contract is inclusive of all kinds of duties and taxes. The purchaser shall not be liable for reimbursement of any additional duties and taxes levied on the contracted store(s) at a later stage other than included in the price.
- 16. Dispatch / Shipping Instructions**
- a. Shipment of weapons shall be made on FOR (import) basis under the arrangements of supplier. For this purpose, the supplier shall intimate 15 days in advance of Delivery Period to purchaser / consignee about the readiness of contracted weapons and tentative date of dispatch along with shipping documents and name of carrier preferably PNSC. In case the PNSC vessel is not available and supplier intends to ship the weapons other vessels whose 1st port of call is not Indian, Bangladeshi or Israeli port, then supplier shall obtain advance permission from this HQ.



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401634

Contract Number 69/2/2021-22/Proc Dated 6⁷ June, 2022



STAMP OFFICE CITY COURT, KARACHI

Issued to Zohid Mehmood
 CNIC/LEG No: 42201-07209617
 Vide D.S.R. No: 1 DT: 7-6-22
 On behalf of Chaitan No: 12 DT: 6-6-22
 for the purpose of 92
 Entry No 1 Dt. 7-6-22

Rs. Ten Thousand Only
07 JUN 2022

07 JUN 2022 Supplier shall also provide following import documents at the time of actual dispatch of weapons

to consignee/purchaser:
Ex Officio Vendor

- 1) Contract No & Date
- 2) Description of Goods
- 3) Date of readiness of stores
- 4) No of Containers
- 5) Weight of each Container
- 6) Dimensions and Volume of each Container
- 7) Total Weight
- 8) Port of Shipment
- 9) Special handling instructions, if any

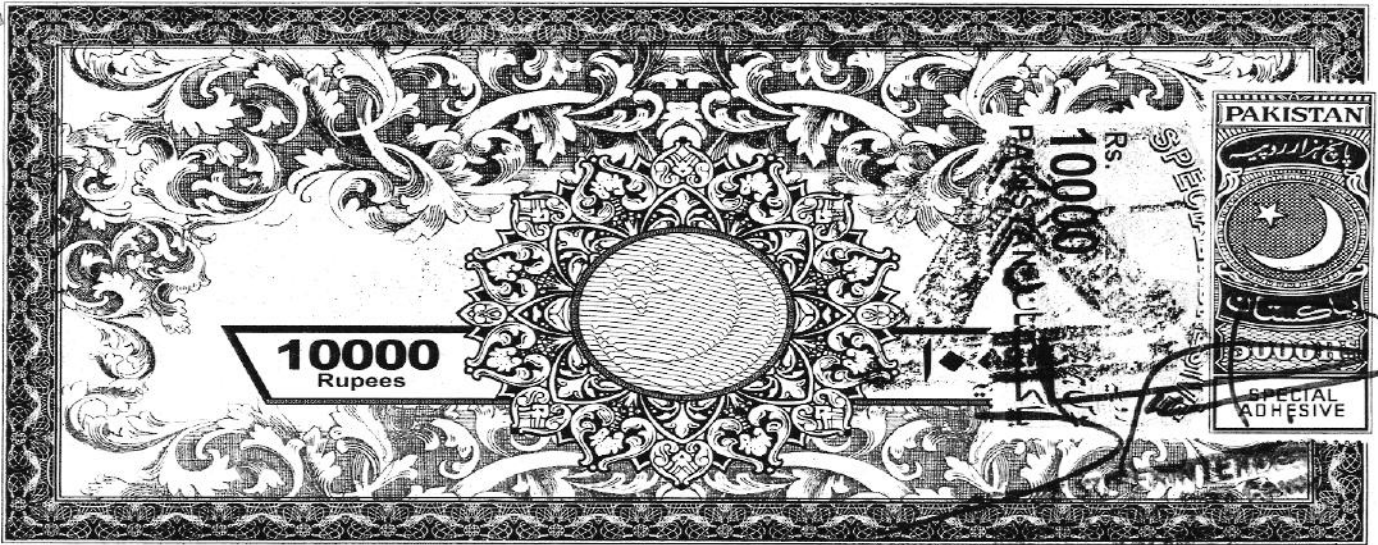
c. Supplier shall ensure the submission of following documents in the name of Airports Security Force, Karachi, 20 days prior arrival of the vessel at the destination in Pakistan.

- | | | |
|---|---|-----------------|
| 1) Original / Negotiable Bill of Lading | : | 01 Copy |
| 2) Packing List (01 Original & 02 Copies) | : | Total 03 Copies |
| 3) Commercial Invoice (01 Original & 02 Copies) | : | Total 03 Copies |

17. Packing and Marking Instruction

Each item will be packed / marked as per relevant paper particulars governing the supply of store(s) / standard trade/markings worthy of transportation by rail / road / sea within Pakistan so as to ensure their safe arrival at ultimate destination without any loss or damage to the item. Marking will be carried out as per Annex 'A' attached.





STAMP OFFICE CITY COURT, KARACHI

Issued to: Zakiaonehnoo
CNIC/SON: 42201-07209817
Vide D.O. No: 1 dt: 7-6-22
On behalf of: 12 dt: 6-6-22
For the purpose of: 32
Entry No: 1 dt: 7-6-22

Rs. Ten Thousand Only
07 JUN 2022

07 JUN 2022

City Office Vendor

18. Discrepancy and Refund against Short Supplies

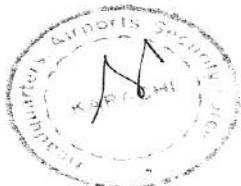
On receipt of store(s), the consignee shall check the correctness against the Invoice / Delivery Note supplied by the supplier. If supplied store(s) is found short or any other discrepancy is discovered in the consignment, the consignee will render discrepancy report to the supplier within 30 (thirty) days after receipt of store(s). The supplier will be responsible for making good such discrepancies within 7 (seven) days from the date of receipt of discrepancy report and will deliver store(s) to consignee's specified place (designated Airport anywhere in Pakistan where store(s) will be delivered) free of cost.

19. Quality of Store(s)

Store(s) delivered against this contract should be brand new, unused and conforming to Purchaser's Specifications. The Supplier will provide all the OEM Certificate, Quality Certifications and Inspection Documents to the purchaser confirming the quality of the product being supplied. Store(s) must bear the Manufacturer's Identification Markings / Monograms.

20. Supplier Warranty / Guarantee.

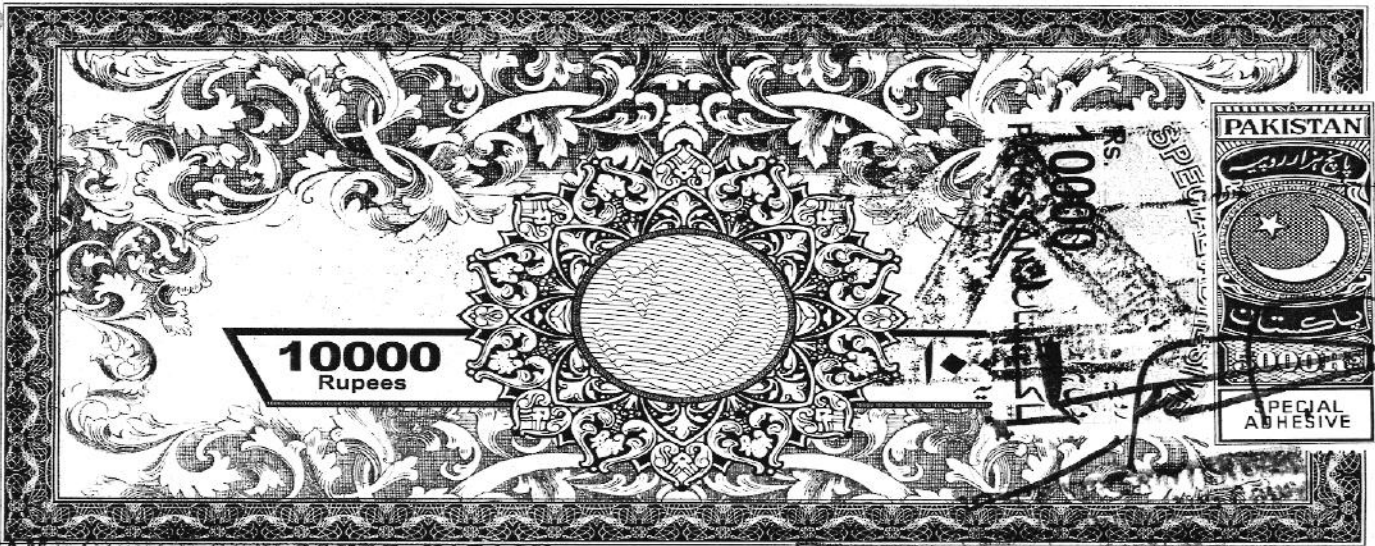
a. The supplier shall furnish warranty for the store(s) under supply against defects in material, parts, workmanship and for satisfactory performance. The store(s) will be of the highest grade and consistent with the general acceptable standards for the store(s) of type ordered in full conformity with the governing specification and performance of the equipment with the liability of replacing defective / unacceptable store(s) or part thereof free of cost within 30 days of supplier receiving the discrepancy report in case any defect is found. Failing which supplier will refund the cost in the currency in which paid as price mentioned in the contract and the



Cg Crimson International
[Signature]

401636

Contract Number 69/2/2021-22/Proc Dated 08 June, 2022



STAMP OFFICE CITY COURT, KARACHI

Issued to Zohid Mehmood
 CNIC/LEC No. 42201-07209817
 Vide D.S.R. No. 1 DT: 7-6-22
 On behalf of Chamber 12 DT: 6-6-22
 for the purpose of 32
 Entry No. 1 - Dt. 7-6-22

Rs. Ten Thousand Only
07 JUN 2022

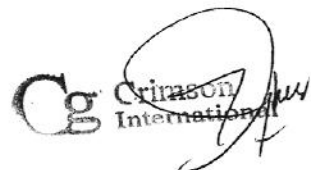
07 JUN 2022

On Official Vendor
 purchaser shall have the right to purchase the store(s) (against the store(s) or part thereof declared defective) at the supplier's risk and expense. The supplier also undertakes to make good the deficiency in supply, if any. The warranty will remain valid for two years, which will start after acceptance of store(s) by the consignee.

- b. Store(s) accepted on firm's warranty will however continue to be subject to normal/visual inspection by the consignee as is the practice at present.
- c. It will be obligatory for the firm supplying store(s) on warranty to identify those as such, i.e. either by stitching a warranty label/disc or stenciling the same on store(s) as shown below: -

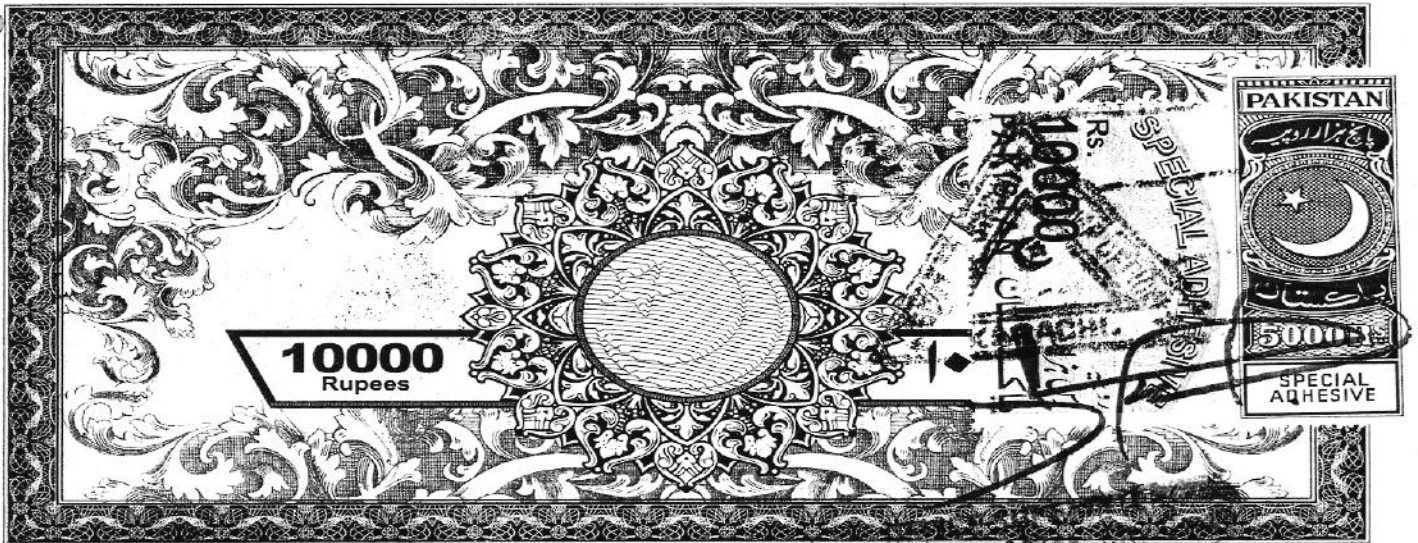
21. Guarantee (s).

- a. To ensure timely and correct supply of stores, the firm will furnish unconditional Guarantee in the form of Pay Order in favor of ASFF Surety Fund within 10 (ten) days of signing of the contract for a total amount of **Rs.20,497,529/-** i.e. 05% of the total value of the contract. Pay Order (Performance Guarantee) will remain valid for 60 days after acceptance of the store(s), it will be returned to supplier after acceptance of store(s) by the consignee. The validity of Performance Guarantee will be automatically extended with the extension in delivery period.
- b. If the Supplier fails to provide the Performance Guarantee within 10 (ten) days of signing the contract, such failure shall constitute a breach of the contract and the Deputy Director Procurement ASF shall be entitled to make other arrangement at the risk and expenses of the supplier if no other Performance Guarantee / Earnest Money 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 un-satisfactory performance or any breach of terms of contract, the Performance Guarantee shall be forfeited at the discretion of the purchaser.



401637

Contract Number 69/2/2021-22/Proc Dated 10 June, 2022



STAMP OFFICE CITY COURT, KARACHI

Issued to Syeda Mehrooz
 CNIC/LEG No: 42201-07209817
 Vide D.S.R. No: 1 DT: 7-6-22
 On behalf of Challan No: 12 DT: 6-6-22
 for the purpose of 32
 Entry No 1 Dt: 7-6-22

Rs. Ten Thousand Only
07 JUN 2022

07 JUN 2022

- c. Performance Guarantee will be provided by Supplier through scheduled banks of State Bank of Pakistan.
- d. Performance Guarantee against this Contract are unconditional and en-cashable at the will of purchaser. The Supplier undertakes not to hinder, restrain their encashment through Court, Extra Judicial or any other (including administrative) process.
- e. No claim shall be made against the purchaser in respect of interest on Performance Guarantee or depreciation of value of currency.

22. After Sale Service. The contractor shall provide free of cost after sale service and spare parts to consignee for a period of **Two Years** after date of acceptance of store(s) at HQs ASF / any other Airport in Pakistan.

23. Modification / Amendment to Contract: This contract June be modified / amended to include fresh clause(s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.

24. Secrecy. The Suppliers undertakes that any information about the sale / purchase of store(s) under this contract shall not be communicated to any person other than the manufacturer of store(s) who too shall maintain strict secrecy and under no circumstances any information shall be given to any press and agency not authorized to receive it. The supplier should note that the contract is governed by the official secrets Act-1923 as modified and amended up to date.

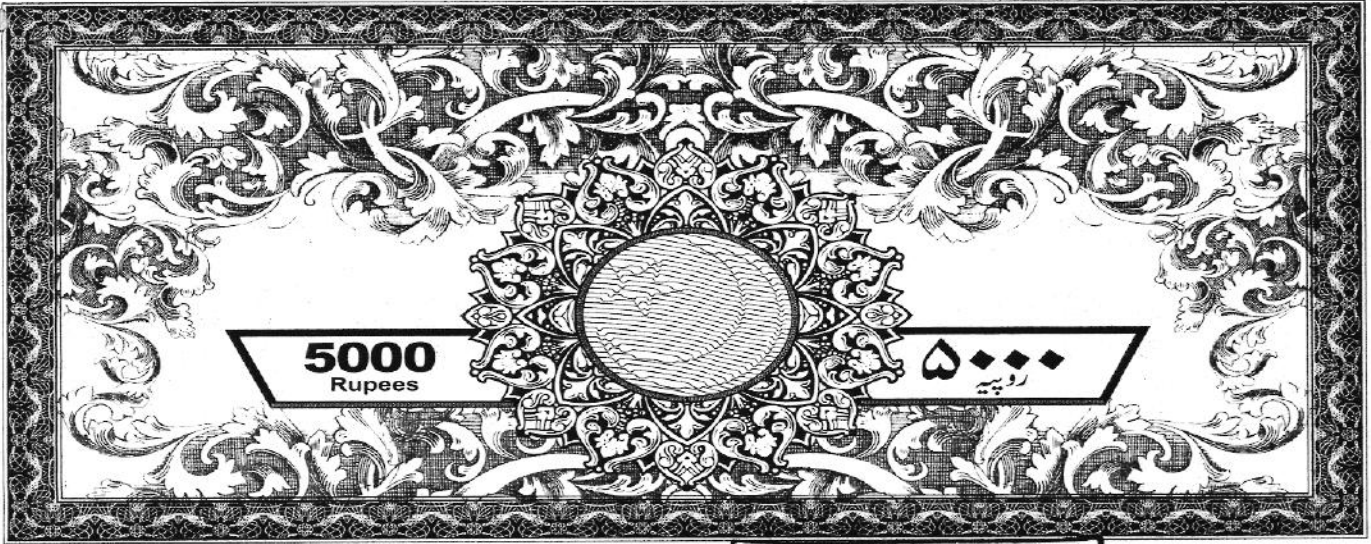
25. Failure and Termination. Should the supplier fail to deliver the Store(s) or any consignment thereof within the period prescribed, then on the expiry the purchaser shall be entitled at his option to take either of the following action:-



Signature
 Criminal International

508505

11
Contract Number 69/2/2021-22/Proc Dated 08 JUNE 2022



STAMP OFFICE CITY COURT, KARACHI

Issued to Zohra Mehrooz
CNIC/LEG No: 42201-07209817
Vide D.S.R. No: 60 DT: 8-6-22
On behalf of Challan No: 538 DT: 8-6-22
for the purpose of _____
Entry No: 60 Dt: 8-6-22
08 JUN 2022

08 JUN 2022
Rs. Five Thousand Only

- a. In case 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 7 (seven) days from the date of serving of such notice, the purchaser June forthwith terminate this contract by notice in writing to Supplier without prejudice to any rights which June 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.
- b. If the supplier delays delivery of any store to be supplied to the Purchaser under this contract for more than 15 (fifteen) days from the time specified for delivery, then the purchaser reserves the right to terminate this contract without prior notice to the supplier and purchase from elsewhere (other firm or country Store(s) not delivered, at risk and expense of the supplier). However, intimation to such a cancellation would be affected by registered letter sent to the 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.

26. **Late Delivery.** In the event of delay in delivery at Supplier's fault, the Supplier shall inform the purchaser before expiry of such delivery period giving reasons / justification for it. The purchaser shall have the right to take following actions:-

- a. Cancel the contract, and / or.
b. To purchase from elsewhere store not delivered, at the risk and expense of the supplier and without notice to him, or.



CG International
[Signature]

- c. To recover liquidated damages when the Deputy Director (Procurement) Headquarters ASF is satisfied that the failure to supply the Store(s) 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 upto 2% but not less than 1% (depending on the merit of the case as decided by Director General ASF) of the value of Store(s) 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 Store(s) delivered late.
- d. The purchaser's decision under this clause shall not be subjected to arbitration.

27. Force Majeure.

- a. The supplier will not be held responsible for any delay occurring in supply of Store(s) due to events of Force Majeure such as acts of God, War, Riots, Civil Commotion, Strike, lockouts, acts of foreign government and its agencies and disturbance directly affecting the supply over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 7 (seven) 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 Store(s), or export permit for the export of the contracted Store(s) from the country of origin, shall not constitute Force Majeure.
- b. The supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.
- c. If by reason of Force Majeure full or part of the contracted Store(s) is not delivered by the due date, then the Deputy Director (Procurement) Headquarters ASF June adopt following options with the prior approval of competent authority with or without notifying supplier:-
- (1) The delivery period June be extended appropriately for the Force Majeure duration as established.
 - (2) In case of indefinite duration of Force Majeure where the Deputy Director (Procurement) Headquarters ASF is satisfied that contract is not likely to materialize June cancel the contract in consultation with Director General ASF without financial implication and contractual obligations on either side.

28. Foreign Visit: The firm / supplier will arrange 3 x days visit of officers nominated by HQ ASF. The firm / supplier will provide free of cost transportation, boarding / lodging and daily allowance for messing. All expenditure incurred on processing of visas and related expenses will be borne by the firm / supplier. Detail of visits is as follows: -

- a. **Visit of Manufacturing Facility:** firm / supplier will arrange visit of 04 x officers after signing of contract to assess the quality / capacity of the manufacturer to ensure the timely supply of Weapons / Ammunition of desired standards.
- b. **Pre-Shipment Inspection:** Pre-shipment inspection will be carried out by the 03 x officers detailed by the HQ ASF at firm / supplier expense at dates coordinated by the firm / supplier. Shipment will be extended after inspection.



29. **Arbitration.** The contracting parties shall endeavour to resolve their differences / disputes, if any arising out of this contract. The matter in dispute or difference shall be referred for the decision of the Director General ASF, Cabinet Secretariat (Aviation Division), Government of Pakistan and his decision thereon shall be final and binding on the parties. The venue of arbitration shall be the place to be notified by the arbitrator at his discretion.

30. **Litigation.** In case of litigation, only competent courts at Karachi shall have the jurisdiction to decide the matter.

31. **Subletting.** The supplier will 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 without prior written permission of the Deputy Director (Procurement) Headquarters ASF. In the event of the supplier contravening this condition, the Deputy Director (Procurement) Headquarters ASF shall be at liberty to cancel the contract and place it elsewhere at the risk and expense of the supplier.

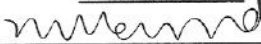
32. **Correspondence.** All correspondence between supplier and indenter if any will always be made through Procurement Branch Headquarters ASF Karachi. Meeting(s) between the supplier and Inspection Board of Officers could be held to facilitate smooth accomplishment and logical conclusion of the contract remaining within ambit of the contractual clauses. Minutes of such meeting should invariably be recorded and copy of the same to be endorsed to the Procurement Branch Headquarters ASF Karachi. All correspondence related to the contract shall be made by letter or fax. Information passed through fax shall also be communicated through a letter on firm's letter head.

33. **Official / Legal Address.** The official / legal address on which the official legal correspondence would be exchanged between the two parties with respect to the contract as under:-

- a. Purchaser Address. Headquarters, Airports Security Force, Old Area Karachi – 75200
- b. Supplier Address. M/s Crimson International, A1-New Spinzer IT Towers, University Road, Peshawar

Note: In case of change of the above address on the part of purchaser / supplier shall be notified immediately to the other party by a registered letter through the fastest mean indicating his new correspondence / legal address, otherwise all correspondence sent to his address stated in the contract will be considered as correctly directed.

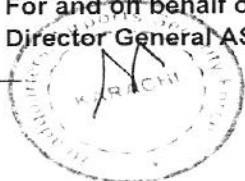

34. **Undertaking:** I / We, _____ signing contract number 69/2/2021-22/Proc dated _____ 2022, unconditionally guarantee the full and proper performance of this contract and hereby undertake to accept all liability of compensating the purchaser for Acts/Defaults of our Principal / Firm.

SIGNATURE**PURCHASER**

(Signature)

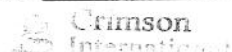
Rank : Major
 Designation : Dy. Director (Proc)
 Name : Muhammad Nisar Ch.
**For and on behalf of the
 Director General ASF.**

Date: 08 Jun 22

**SUPPLIER**

(Signature)

M/s Crimson International, Peshawar
 Designation: DIRECTOR SALES
 Name : ZAHIR MAHMOOD
 Date : _____
 Official Seal: _____



INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract Number : 69/2/2021-22/Proc **Dated:** _____
Contract Value : Rs.409,950,585/-
Contract Title : SMG 7.62 x 39mm (Sarsilmaz, SAR 308, Turkey)

M/s Crimson International, A1-New Spinzer IT Towers, University Road, Peshawar hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Crimson International represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

M/s Crimson International certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Crimson International accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, M/s Crimson International agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Crimson International as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

SIGNATURE

PURCHASER

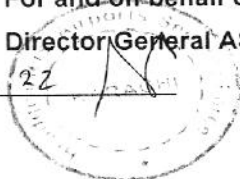


(Signature)

Rank : Major
Designation : Dy. Director (Proc)
Name : Maj. Muhammad Nisar Ch.

**For and on behalf of the
Director General ASF.**

Date: 08 Jun 22



SUPPLIER



(Signature)

M/s Crimson International, Peshawar
Designation: DIRECTOR SALES
Name : ZAHIR MAHMOOD
Date : _____
Official Seal: _____

PACKING / MARKING INSTRUCTIONS

1. Packing will be marked as under:-

a. **TOP SIDE**

First line : Gross Weight: _____
Second line : Measurement: _____
Third line : Leading Mark

b. **FRONT SIDE**

First line : Consignment: _____
Second line : Headquarters ASF Karachi-75200
Third line : Package No _____ of _____
Fourth line : Contract No _____

Note: - Packing instructions should cover storage as well as transportation aspects.



SUPPLIER'S WARRANTY

Firm's Name: **M/s Crimson International,
A1-New Spinzer IT Towers
University Road
Peshawar**

1. I / We hereby guarantee that the store(s) supplied under the terms of this contract is produced new in accordance with approved specifications (as mentioned in the contract) in all respects in accordance with the terms of the contract, and that the material used, whether or not of our manufacture, are in accordance with the latest appropriate standard specifications, and also in accordance with the terms of the contract complete of good workmanship throughout and that we will replace free of cost at Headquarters ASF Karachi or any other designated airport anywhere in Pakistan where the store(s) will be dispatched/delivered as the case June be complete store(s) or part thereof which before use or in use shall be found defective or is found not within the limits and tolerance of specifications requirement or if any way are not in accordance with the requirements of the contract.
2. In case of our failure to replace the defective store(s) or part thereof free of cost within 7 (seven) days, we will refund the relevant cost(s) in the currency/currencies in which received plus freight charges up to Headquarters ASF Karachi or any other designated airport anywhere in Pakistan where the store(s) will be dispatched/delivered and the purchaser shall have the right to purchase the store(s) or part thereof declared defective at my/our risk and expense.
3. The supplier also undertakes to make good the deficiency in supply if any.
4. The Warranty will remain valid for Two years from date of acceptance of store(s).

Signature: _____

Designation: _____

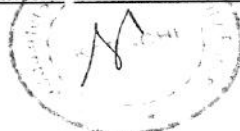
Name: _____

Official Seal: _____

Date: _____

COUNTERSIGNED

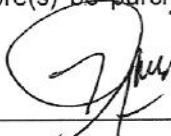
Muhammad
Major
Deputy Director (Proc)
(Muhammad Nisar Ch.)



UNDERTAKING CERTIFICATE

1. It is certified that I have got all the relevant material i.e. Sample / Specifications which are required for the manufacturing / production of the contracted store(s). I have fully understood and comprehended the design / details / requirements of the store(s) and I do not require further clarification from any source in this regard.

2. I undertake that in case of my failure to complete the supply of contracted store(s) as per delivery schedule within delivery period, my contract June be cancelled and same store(s) be purchased from any source on my risk and cost.

Signature: 

Designation: DIRECTOR SALES

Name: ZAHIR MAHMOOD

Official Seal: _____

Date: _____ 

COUNTERSIGNED



Major
Deputy Director (Proc)
(Muhammad Nisar Ch.)



DECLARATION OF BENEFICIAL OWNER'S INFORMATION



A1-New Spinzer IT Towers, University Road, Peshawar
 Phone: 091-5711610, 091-5711513

Gulistan Khan house, 3rd Floor 301-2, 82-E, Fazl-e-Haq Road
 Blue Area, Islamabad
 Tel: +92 51 2150321, Fax 051-2209533

House 71, Street 3, E-11/4 Islamabad 44000, Pakistan
 Tel: 051-8743551, 051-8743129

Email: info@crimson-gp.com

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

S.No	Detail	Partner 1 (CEO)	Partner 2 (Director Sales & Finance)
1	Name	Atiq Azam Khan	Zahir Mahmood
2	Father's Name/Spouse's Name	Muhammad Tariq Azam Khan	Ghulam Muhammad
3	CNIC/NICO/Passport No	13101-3517882-5	17301-8246293-7
4	Nationality	Pakistan	Pakistan
5	Residential address	H.No 53-A, St. 5, Sector F 8/3, Islamabad	Khalil Town University Town Committee, H.No B-6, Danishabad Peshawar.
6	Email Address	atiq@crimson-gp.com	zahir@crimson-gp.com
7	Date on which shareholding, control or interest acquired in the business	15 th May 2017	

8. In the case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal person or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/limited liability Partnership/Association of person/Single member company partnership/firm/trust/another individual, body corporate (to be specified))	Date of incorporation/Registration	Name of registering authority	Business address	Country	E-mail Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of natural person who ultimately owns or controls the legal person or arrangement.
Atiq Azam Khan	Association of Persons	15/05/2017	RTO Peshawar	A1, New Spinzer IT Tower university Road Peshawar	Pakistan	atiq@crimson-gp.com	-	50%	CEO
Zahir Mahmood						Zahir@crimson-gp.com	-	50%	Director Sales & Finance



Crimson International

A1-New Spinzer IT Towers, University Road, Peshawar
Phone: 091-5711610, 091-5711513

Gulistan Khan house, 3rd Floor 301-2, 82-E, Fazl-e-Haq Road
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Tel: +92 51 2150321, Fax 051-2209533

House 71, Street 3, E-11/4 Islamabad 44000, Pakistan
Tel: 051-8743551, 051-8743129

Email: info@crimson-gp.com


9. Information about the Board of Directors (details shall be provided regarding the number of shares in the capital of the company as opposite respective name).

1	2	3	4	5	6	7	8
Name and surname (in Block letter)	CNIC No. (in case of foreigner, passport)	Father's/Husband's Name in full	Current Nationality	Any other Nationality	Occupation	Residential address in the full or the registered/principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figure and words)
ATIQ AZAM KHAN	13101-3517882	MUHAMMAD TARIQ AZAM KHAN	PAKISTAN	-	CEO	A1, New Spinzer IT Tower University Road Peshawar	500,000
Zahir Mahmood	17301-8246293-7	GHULAM MUHAMMAD	PAKISTAN	-	DIRECTOR SALES & FINANCE	A1, New Spinzer IT Tower University Road Peshawar	500,000
Total Numbers of shares taken (in figure & words) One Million Only							1,000,000

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name and signature

Zahir Mahmood
Director Sales & Finance

 **Crimson International**

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

1. Name of Procuring Agency : Airports Security Force
 2. Method of Procurement : Tender Notice
 3. Title of Procurement : Purchase of SMG 7.62 x 39mm Qty 1593 Nos
 4. Tender Notice No : 6/2021-22/Proc dated 25-03-2022
 5. PPRA / Ref No. (TSE) : 154513
 6. Date & Time of Bid Closing : 11-04-2022 at 1100 hours
 7. Date & Time of Bid Opening : 11-04-2022 at 1130 hours
 8. No. of Bids Received : 05
 9. Criteria for Bid Evaluation : Sample / Specification Based
 10. Details of Bids(s) Evaluation : Detail is as under

Name of Bidder	Marks Technical (If Applicable)	Financial (If Applicable)	Evaluated Cost (Rs.)	Rules/Regulation/SBD*/Policy/ Basis for Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
M/s Crimson International, Pew	-	-	409,950,585	Accepted as per PPRA Rules 36 (b)(ix) being most advantageous bid in terms of quality and cost.
M/s Defence Resource Group, Lahore	-	-	517,725,000/-	-
M/s WAH Industries Limited, Wah Cantt	-	-	626,049,000/-	-
M/s BSF Associate, Karachi	-	-	-	Technically Disqualified
M/s RBS Solutions, Karachi	-	-	-	Technically Disqualified

Lowest Evaluated Bidder: **M/s Crimson International, Pew**

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

Nil



Mr. Sher Muhammad
Director (South) CSO
(President of the Board)
Airports Security Force

Official Stamp: _____

*Standard Bidding Documents (SBD).

Technical Scrutiny Proforma: SMG 7.62 x 39mm
(This Proforma must be attached duly filled with the Technical Bid)

1. Important Instructions

- a. Technically qualified and authorized representative of each bidders / suppliers must be present for any cross questioning about filling of Technical Scrutiny Proforma or any other query raised by the board of Officers with regards to the technical Bid submitted by the bidders / supplier firm.
- b. Each authorized /technically qualified representative must submit letter of authorization by the bidders / suppliers enclosed within the Technical bid.
- c. Commercial Bids for the qualifying firms shall be opened at a time announced, therefore, all concerned bidders / suppliers are advised to ensure presence of their qualified and authorized representatives.
- d. The technical bid submitted by each bidders / supplier must comprise the following documents:

S. No.	Documents / Description	Documents Provided / Attached	Initial by the firm's Authorized Rep
(1)	Duly filled Technical Scrutiny Proforma i.e. ASF (Proc) E-05.		
(2)	Technical brochure and relevant data sheets.		

- e. None of the technical feature listed in this proforma should be offered as **Optional** by any of the bidders / suppliers, i.e. the price quoted should cover all technical features demanded in this Proforma.
- f. All the stores being offered must be latest version and manufactured during the current year.
- h. The Director General ASF reserves the rights to accept / reject any tender or all the tender

2. General Information

a.	Name and Address of Firm:	
b.	Contact No:	
c.	Name & Address of Principal Firm	
d.	Make & Type of the offered Arm / Ammo:	
e.	Model No:	
f.	Year of Manufacturing:	
g.	Country of Origin:	
h.	Lot / Batch	

3. Technical Specification

S.No.	Required Technical Perimeters (Minimum)		Technical Perimeters of the Offered Arm / Ammo	Yes / No (if the offered item meets requirement or otherwise)	Initials by the firm's authorized representative
a.	Caliber	7.62 x 39 mm			
b.	Weight (Max)	3.8 kg with Empty Magazine			
c.	Length (Min)	870 mm			
d.	Effective range	>250m			
e.	Muzzle Velocity	>680 m/s			
f.	Cyclic rate of fire	>550 (rd/min)			
g.	Operation	Gas operated			
h.	Fire mode	Safe, Semi automatic, Full automatic			
i.	Sights	Iron sites			

j.	Ammunition Type	7.62 x 39 mm			
k.	Magazine	4 x 30 Rds Magazines with each weapon			
l.	Shelf Life	Minimum 10 years			
m.	Warranty (Free of cost) Specify				

(Seal / Stamp of the Bidder / Supplier)

(Signatures with Name and Designation)

(FOR OFFICIAL USE ONLY)

Remarks by the board of officers:

(Accepted / Rejected)

Member-I

Member-II

Technical Member

In Attendance

President

PRICE PROFORMA FOR THE PURCHASE OF SMG 7.62 x 39mm

S.No.	Name of Firm	Type of item	Make & Brand	Manufacturer / Supplier & Country of Origin	Accounting Unit	Quantity	Per Unit Price Including duties and taxes (Rs.)	Total Price Including duties and taxes (Rs.)	Warranty in year(s)	Remarks
01	02	03	04	05	06	07	08	09	10	11

To be including / not to be including in comparative statement

Signature & Stamp of the Firm

Member-I

Member-II

Technical Member

In Attendance

President