



AVIATION CITY PAKISTAN PRIVATE LIMITED (ACPPL)

PROCUREMENT OF MISC ELECTRONICS, RF & ICT ITEMS

TENDER NOTICE
CASE NO. ACPPL/PROJ001A-GB-06/2022

1. Aviation City Pakistan Private Limited, Islamabad invites sealed bids from authorized distributors/suppliers registered with Income Tax and Sales Tax Department for Procurement of Misc Electronics, RF & ICT items during financial year 2022-23.
2. Bids prepared in accordance with instructions in the bidding document must reach at Aviation City Pakistan Private Limited, on or before **19 Jul 22 upto 02:00 p.m.** Technical Bids will be opened on the **same day at 02:30 p.m.** in presence of bidders or their authorized representatives at **CENTAIC**, Old Air Port Road, Opposite Shaheen Aerotraders Rawalpindi. Date and place for opening of financial bids will be communicated to technically qualified bidders accordingly. The advertisement along with bidding document is also available on PPRA web address www.ppra.org.pk

PLEASE READ CAREFULLY

- Participating bidders are required to submit bids according to instructions mentioned in bidding documents. These bids should meet the requirements / criteria illustrated in bidding documents along with fulfillment of other terms and conditions of tenders.
- According to rule 31 of Public Procurement Rules, 2004 (“PPR 2004”) no bidder is allowed to alter or modify his bids after the bids have been opened. Moreover, as per rule 36 (b)(vi) of PPR 2004 states that no amendment in the technical proposal is permitted during technical evaluation. Therefore, in the light of prevailing Govt. procedures, requests for amendments in quotations and clarifications leading to change of substance of bid after opening of bids cannot be accepted and bids not conforming to tender requirements are liable to be rejected.
- Participating bidders are therefore requested to read the bidding documents thoroughly and submit their quotes accordingly without any condition in conformance to all tender requirements including Down Payment, Bid validity, provisioning of original quotation from foreign principal, Bank Guarantee confirmation etc., for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.
- **Participating firms are requested to provide particulars of their reps on Ph No 051-9506528 & 00923214239352 at least 01 day prior to tender opening date.**

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**AVIATION CITY PAKISTAN PRIVATE LIMITED (ACPPL)
INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO BIDDERS**

**(SINGLE STAGE TWO ENVELOPE BASIS)
(F. O. R. IN PAK RUPEES)**

Tender No **ACPPL/PROJ001A-GB-06/2022**
Chief Director Radars Div NASTP (ACP)
Air HQrs PAF Complex Sector E-9 Ibd
Tel: +92-051-9506528
Email: cd.sensor@acp-astp.gov.pk
30 June, 2022

1. **Bid Reference No.** ACPPL/PROJ001A-GB-06/2022
2. **Invitation of Bid.** Aviation City Pakistan Private Limited, Islamabad (ACPPL) invites sealed bids from reputed firms for procurement of spares details in the attached **Schedule to Tender** (Form Annexure F)
3. **Condition Governing Contracts.** The “Contract” made as a result of this Tender Inquiry shall mean the agreement entered into between the parties i.e. the “Purchaser” (ACPPL) and the “Seller” (M/s -----) in accordance with the law of Contract Act, 1872 and those contained in ACPPL purchase procedures and other special conditions that may be added to give contract for the supply of ACPPL stores specified therein.
4. **Delivery Of Tender. (Single Stage Two Envelope Basis)**
 - (a) **Technical Offer:-** It shall contain all relevant specifications along with essential literature / brochure in **duplicate** in a separate envelope and clearly marked “**Technical Offer without prices**”, tender number and date of opening. Partial bid is accepted {except for kit No. 1 (20 line items)}. **Bid Security** shall be in a separate sealed envelope clearly marked **Bid Security** and Tender Number.
 - (b) **Commercial Offer:** It shall contain Financial Proposal Form **Annexure ‘F’** filled and dully signed in a separate sealed envelope clearly marked on the face “**Financial Proposal with prices**”, tender number.
 - (c) Both the “**Envelops**” of Technical and Commercial offers should be enclosed in one cover, properly sealed and bear the address of ACPPL with tender number and opening date.
 - (d) The procuring agency reserves the right to verify the letters, documents or information provided by any bidder from issuing parties and may (together with its advisers) visit and hold meetings with them which shall be facilitated by the bidder. Furthermore, failure to provide the Financial Proposal in the form required under this RFP document may also result in disqualification of the Bid.

(e) Annexure F & G duly filled-in are to be returned with the offer duly signed by the authorized signatory person of bidding firm.

5. **Single/Multiple Offers:** Only one offer can be made in relevant currency for same item. Multiple rates, if quoted, will be rejected. Multiple quotations against the tender will also be rejected.

6. **Date & Time for Receipt of Tender:** The tender must reach ACPPL by the date and time specified in the **Schedule to Tender**. Tenders received after the prescribed date and time will, NOT be entertained. The appointed time will, however fall on next working day in case of closed/forced holiday. Telegraphed / Faxed / Telexed bids will be rejected unless specifically asked for. Tender can also be sent through mail courier. However, to avoid misplacement of the quotations, all firms are required to intimate this office **via email cd.sensor@acp-nastp.gov.pk** regarding dispatch of their quotation through courier giving details of the courier through email, so that courier service may be tracked to ensure your participation in the competition. In case tender is dispatched by courier then same should reach ACPPL at least 01 day prior to tender opening date. You or your representative may also attend the proceeding (Name / Designation of attendees" along with copy of CNIC will be required 01 working day prior to tender opening date for arranging their entry).

7. **Tender Opening:** Technical offer i.e. without prices will be opened on the date and time mentioned at Annex "F" of tender in the presence of bidders" representatives who choose to attend. The bidders" representatives who are present shall sign a tender opening register / form evidencing their attendance. However, time and date for opening of Commercial offers of all those firms whose technical offers are accepted will be intimated later. Commercial offers of firms, which are not technically accepted will be returned to the firms un-opened. No unauthorized person will be allowed to attend the financial bidopening other than technically qualified bidders.

8. **Delivery Period:** Stores are required of within minimum possible delivery period but not later than **02 Months** after signing of the contract. Offers with minimum delivery period are likely to be preferred. However, delivery period is to be factual as no extension will be subsequently granted except under unavoidable circumstances beyond control of SELLER or under Force Majeure for which intimation with full justification / evidences is to be dispatched well in advance for consideration.

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

10. **Addition and Deletion of Store:** The purchaser has the right to increase or decrease the quantity of any item and cancellation of the contract without any financial repercussion on either side without assigning any reason within 07 working days of signing the contract. Such information will be passed on to the supplier / seller through the fastest means e.g. telephone, telegram or fax etc.

11. **Validity of Quotation:** The quotation must be valid for **90** days.

12. **Technical Literature, Specifications and Interchangeability:** Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. A certificate of complete interchangeability must be endorsed on the quotation for all substitute or in-lieu items, otherwise the same are likely to be rejected. A copy of relevant page of publication must be attached to prove correctness of offered / interchangeable / in-lieu item. Prices of master, substitute and in-lieu items must be quoted separately. For any query regarding technical issues, firms may contact 051-9506528 & 0321- 4239352 or email:- **dir.it@acp-nastp.gov.pk**.
13. **Deviation from Specifications:** Stores received at consignee, if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected stores would be provided to consignee as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost. In case stores are rejected after delivery schedule of the contract, replacement is to be provided at the earliest or by the date advised by ACPPL.
14. **Restriction of Export / Import License:** Offer subject to restriction of Import/Export License will not be entertained.
15. **Application of Official Secrets Act 1923:** All matters connected with this inquiry and subsequent actions arising thereafter fall within the scope of the Pakistan Official Secrets Act 1923 which forbids providing contractual information to un-authorized / un-concerned person / organization. It is therefore, requested to ensure complete secrecy regarding documents and stores concerned with the inquiry to limit the number of employees having accesses to this information.
16. **Quoting of Prices:** Prices are to be quoted as follows: -
- (a) **FOR price of the stores (Line Item Wise) in Pak Rupees Only inclusive of all applicable taxes, duties, levies and charges.**
 - (b) Percentage of agent commission (on Ex-Factory price) is to be inclusive of quoted price, if applicable.
 - (c) The prices must be stated for each item separately both in figures and words. Additional information if any must be linked with entries on the Schedule to Tender (Annexure-'H')
 - (d) Principal is to endorse following certificate on the original quotation:-

"Certified that stores offered are factory new and from latest production and prices quoted are not more than the international market prices and also not more than those being charged from other buyers".
 - (e) Shelf / installation life of each item (if applicable) is to be mentioned separately.
 - (f) **Transportation:-** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.

- (g) **Custom Clearance:-** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.

17. **Disqualification:-** Offers may be rejected if:-

- (a) There is a deviation from any instruction described in this invitation to tender.
- (b) Offers are found conditional or incomplete in any respect.
- (c) Multiple quotations against the tender.
- (d) Multiple rates are quoted against one item.
- (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (f) All Annexures are duly filled – in and signed by the Bidders are not received with the offer.
- (g) Offer received later than appointed date and time.
- (h) Tender specification if not conforming to the offer. In case of equipment/ major assemblies manufacturer's brochures shows specifications different from those given in tender.
- (i) Offer subject to restriction of Export License.
- (k) Over writing / erasing in prices.
- (l) Change in prices by the supplier after opening of commercial offers unless asked by ACPPL.
- (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
- (n) Bid Security not provided.
- (p) If OEM and principal name, contact details (Ph No, Fax No, Email etc) and complete address is not mentioned.
- (q) Offer with Prior sale condition.

18. **Payment:-** For payment of goods / services supplied / rendered following procedure will be adopted:-

- (a) Submission / Payment of Bills
- (b) No advance payments will be made
- (c) Payment for the supply of goods of the itemized amounts thereof, after deduction of the applicable taxes and duties, shall be made within thirty (30) days **with 15 days of grace period** by M/s Solid State Electronics (SSE), upon receipt of error free invoice from supplier. The invoice, in favour of "M/s Solid State Electronics, Rawalpindi" shall be submitted to the purchaser.

- (d) Firm is to present a Sales Tax invoice (where applicable) / numbered bill for the amount agreed upon for the goods / services provided.
- (e) Income Tax on the amount of bill will be deducted at source.
19. **Sequence of Quotation:** Quotation must be prepared according to the item serial No sequence of Schedule to Tender (Annexure "F").
20. **Warranty / Guarantee of Store:** Warranty / guarantee for a period of **one year** be applicable for stores commencing from acceptance of store at consignee.
21. **Country of Origin and Mode of Shipment:** Following details must be provided in your offer / quotation and Performa invoice: -
- (a) Country of origin, place of manufacture of store and beneficiary should be mentioned.
- (b) Name of port where from the store will be shipped. Mode of shipment is to be by air sea and road. However, preference will be given to **by air shipment**.
22. **Pre-Bid Meeting.** A pre bid meeting may be held before 7 days of final date of opening tender.
23. **Integrity Pact:** For all procurements exceeding Rs. 10.00 million, it is mandatory for the Supplier to submit, an Integrity Pact at the time of contract as per clause 7 of PP Rules-2004.
24. **Bid Security:** Bid security amounting to Pakistani Rupees **200,000/-** will be submitted in the shape of pay order / demand draft in favor of "**Aviation City Pakistan Pvt Ltd**". Bid security shall be attached with the technical proposal otherwise proposal will not be accepted.
- (a) Bids without required Bid security will be rejected without any right of appeal.
- (b) The bid security shall be forfeited in case of occurrence of any one of the following:
- (i) If a bidder withdraws its bid during the period of bid validity specified in this RFP document; or
- (ii) In the case of successful bidder, if it fails:
- A. To furnish performance guarantee in accordance with the RFP document; and
- B. To sign the contract.
- (c) Bid security of unsuccessful bidders will be returned upon the award of contract to successful bidder, and after furnishing of the performance guarantee.
25. **Performance Security.** The Performance Security shall be of an amount equal to **two percent (2%)** of the Contract Price in the currency of the Contract at the option of the bidder, in the form of unconditional and irrevocable **Bank Guarantee** from any Scheduled Bank in Pakistan or Cash Deposit Receipt (**CDR**). The said security shall be furnished by the successful bidder within thirty (30) days of signing of the contract in favour of "**Aviation City Pakistan Pvt Ltd**".

26. Evaluation Process. The evaluation of bid will be carried out as per following:-

- (a) The procuring agency intends to exercise the most advantageous bid in conformance with PPR 2004.
- (b) The Bid shall comprise a single package containing two (02) separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal.
- (c) The envelopes shall be marked clearly as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- (d) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
- (e) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
- (f) Procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified requirements.
- (g) During the technical evaluation no amendments in the technical proposal shall be permitted, however, purchaser can seek clarification of submitted bids.
- (h) Financial bids of only the technically qualified bidders shall be opened.
- (j) Work will be awarded to the bidder offering most advantageous bid evaluated as the highest ranked bid based on cost and quality.
- (k) Prior to the expiration of the period of bid validity, procuring agency will notify the successful bidder in writing of its intent to award the contract. The contract will be executed subject to satisfactory discussion of the terms and conditions of the contract. The discussion shall be in accordance with PPR 2004 of Pakistan. The form of contract is attached as **Annexure ‘H’**.

27. End User Certificate (EUC): EUC if required at any stage may be mentioned in the quotation.

28. Withdrawal of Offer: If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend upto one year / forfeit the earnest money.

29. Documents Required: Following information / copies of document must be provided with Tender: -

- (a) Photo copies of National Tax number (NTN) and Sales Tax registration certificate. Foreign firms are required to provide copy of the company’s valid Tax Compliance certificate issued by Revenue Authority of the domiciled country, valid as at the tender closing date.
- (b) Proof of Income Tax status in ATL is “Active” and GST status “Operative” issued by Tax Authorities.

(c) A copy of letter showing firm's financial capability. Bank statement for last 06 Months and other details to ascertain financial capability of firm.

(d) List of major clients and references (complete with names of contact persons, address and telephone numbers) of which the company has supplied similar items in the last 05 years. Number of years in the business or dealing in similar items may also be mentioned.

(e) Firm/Supplier name, complete address, contact numbers, and email addresses.

(f) Undertaking that their firm/company and their proprietors/directors have not been in litigation/blacklisted by any Govt./Semi-Govt./Autonomous body.

(g) Any other document if required during procurement proceedings according to Rule 17 of PPRA rules 2004.

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

30. **Litigation.** In case of any dispute only Court of Jurisdiction at Islamabad Pakistan will have the Jurisdiction to decide the matter.

31. **Force Majeure.** "Force Majeure" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

The Supplier shall, within fifteen (15) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Supplier for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event, act or circumstance. Non-availability of raw material for the manufacture of the Goods or export permit for the export of the Goods from the country of its origin shall not constitute "Force Majeure."

If by reason of "Force Majeure" the Goods are not delivered by the due date, then the Delivery Period may be extended appropriately for the purpose, provided the said Goods shall be ready to be delivered within one (1) month of the stipulated delivery date. If the said Goods are not ready to be delivered after the lapse of one (1) month as aforementioned, then the Purchaser shall have the right to cancel the Contract by informing the Supplier of the cancellation in writing. This, however, will not apply to consignments of Goods already accepted and delivered according to the terms of the Contract. The Supplier shall not be entitled to any compensation whatsoever as a result of this cancellation.

32. **Arbitration.** All matters of dispute or difference, except regarding rejection of stores / Services by the inspector and or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, shall be settled by mutual agreement, failing which they shall refer for Arbitration to a final settlement by an Arbitration Tribunal, in Pakistan.

The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court of Pakistan will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law & Arbitration Act, 1940. Arbitration award will be firmed and final and un- challengeable in any court of law.

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

34. **Termination of contract.** If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods then in the actual possession of the Purchaser.

(a) In the case of remainder of the undelivered Goods, the Purchaser may select either:

(i) To have any part thereof completed and take the delivery thereof at the itemized prices, or

(ii) To cancel the residue and pay to the Supplier for the Goods or components thereof in the actual possession of Supplier at the prices to be determined by the Purchaser in which case Goods in the possession of Supplier shall be delivered by the Supplier.

(b) No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.

35. **Late Delivery.** The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:

(a) To cancel the Contract and forfeit the Performance Guarantee; or

(b) To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% but not less than 1% of the itemized prices of the un-Delivered Goods for each and every month, or part thereof thereafter, beyond the specified dates of Delivery during which these may not be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or

(c) To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this default to the extent necessary, by canceling the Contract, either wholly or for

the un-Delivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

- (d) The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

36. **Authority to Sign Documents:-** Tender must be accompanied by Letter of Authorization to sign the Tender on behalf of the Bidder. Bidder must prove that the person who signs this Tender is fully authorized to bind his establishment / company. Such proof shall be in the form of clear official documents fully legalized by designated authorities in respective countries.

37. **Bid Discount:-** The bidder may offer unconditional discount, in percentage of their quoted price or bids, **before** opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the financial bid is opened.

38. **Bidding Clarifications to Tender:** In Case any clarification is required regarding tender, firm may contact on following address however, queries in regards to the tender shall only be entertained till one week prior to the deadline for submission of tenders.

Technical Clarification:- 0321-4239352

Bidding / Contracting Procedure:- 0321-4239352

Postal Address :-

Technical Co-Ord Officer
Radar Div, NASTP (ACP)
CENTAIC, Old Air Port Road,
Opposite Shaheen Aerotraders
Rawalpindi, 0321-4239352

Yours sincerely,



(SHAHZAD ARSHAD)

Chief Director
Radar Div
NASTP (ACP)
30 June, 2022

QUESTIONNAIRE TO BE FILLED IN BY BIDDER

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

S No	Description	Yes / No	Remarks
1.	Whether stores offered conform to the specification and confirmation to this effect has been made in the quotation given in Form Annex "F"		
2.	Whether deviation from the demanded specification is attached with Annex "F"		
3.	Whether complete quotation has been submitted in duplicate .		
4.	Whether the prices are inclusive of taxes/duties.		
5.	Whether Annexures are duly filled in and signed by the Bidder have been returned in herewith.		
6.	Whether copy of valid registration / business authorization of firm have been enclosed herewith		
7.	Bid Security is sealed in separate envelope and placed in financial bid envelope.		
8.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
9.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt. are outstanding at the part of vendor / firm.		
10.	Copy of NTN, sales tax certificate OR Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
11.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt. / Autonomous body		
12.	Valid, original agency agreement has been attached with quotation.		
13.	Unit Price has been provided against same unit of issue as mentioned in it. In case of change in unit of issue, price has been converted as per its unit of issue in a separate column along with conversion formula		
14.	Specimen of End User Certificate has been attached (If required)		
15.	Country of origin and port of shipment have been mentioned.		
16.	All requisite documents as per Para 30 of Invitation to tender have been attached.		
17.	2 % BG will be provided within 30 days of signing of contract		
18.	Warranty / Guarantee will be provided for required period		
19.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
20.	Incoterm is as per IT .i.e. FOR / FCA / FOB etc		
21.	Offer is without any condition		
22.	All terms and conditions mentioned in IT are acceptable		

Dated: _____

(Signature of Bidder & Stamp)

Annexure "B"

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

To,

**Chf Director Radars Division
Aviation City Pakistan (Private) Limited (ACPPL)
Islamabad**

Dear Sir,

I/We hereby offer to supply to ACPPL the stores detailed in the Schedule to Tender as you may specify in the contract at the prices given in **Annexure 'F'** and further agree that this offer will remain valid up to _____ and will not be withdrawn or altered in terms of rates quoted and the condition stated therein on or before this date. I/We shall be bound by your communication of acceptance to be dispatched within the prescribed time.

I/We understood the instructions to Tenders and condition of contract as laid down in IT form and thoroughly examine specification / drawing and / or patterns quoted in the Schedule to Tender and am/are fully aware to the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Witness's Signature:

Name:
N.I.C No.
Address:
Date:

Signature of Bidder:

Name:
N.I.C No.
Capacity in which Signing:
Address:
Date:
Tel: Telex/Fax

Annexure "C"

SPECIAL INSTRUCTIONS

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

S No	Description / Requirement	Remarks / Attached
1.	Delivery Period	
2.	Quotation Validity Period	
3.	Country Of Origin	
4.	Port of Shipment	
5.	Terms of Payment (As per Para 18 of IT)	
6.	Warranty / Guarantee period offered by Firm	
7.	Beneficiary Details (Completed address along with contact No)	
8.	Complete Bank address and Account Details For Payment / Letter of Credit	
9.	Previous Experience (Nature of Business and No of Years in Business)	
11.	Signing Authority (Name, Designation, Contact Details)	
12.	Address of local firm along with contact No, email etc	
13.	Manufacturer and Brand Name (If applicable)	

Annexure “D”

**FORMAT OF AFFIDAVIT /
UNDERTAKING**

Bidder must submit following undertaking (on stamp paper of Rs.100), failing which the bid shall be rejected:

(a) I, Mr. S/o..... holding CNIC # from M/s Having Its business office at, do hereby solemnly affirm and declare as under;

(b) That M/s is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.

(c) We also confirm that our firm has not been black listed by any National/International organization or forum and is entitled to carry out its business activities to the standard business ethics.

(d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.

(e) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

Note: In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

Name: _____

Signature: _____

Stamp: _____

Annexure “E”

**NON-DISCLOSURE AGREEMENT (NDA) OF
CONFIDENTIAL INFORMATION**

Except as required to further the relationship between ACPPL and M/s xxxxxxxx or as expressly authorized in writing on behalf of ACPPL, M/s xxxxxxxx, its shareholders/partners, directors, advisors, officers, and employees shall not disclose, provide or share directly or indirectly by any mean (verbal, writing, social media), any Confidential Information (partial or complete) during the period of his/her relationship with ACPPL or any time after the termination of such relationship.

Signed
Purchaser
Dated

Signed
Seller
Dated

Annexure "F"

**AVIATION CITY PAKISTAN PRIVATE
LIMITED SCHEDULE TO TENDER : FINANCIAL BID**

1. **Tender Inquiry No** - **ACPPL/PROJ001A-GB-06/2022**
2. **Tender Submission Time** - **Before 1400 Hrs 19 July, 2022**
3. **Time and Date of opening Tender** - **1430 Hrs on 19 July, 2022**
4. **All Prices should be inclusive of all taxes**
5. **No further extension in opening date will be granted except extreme circumstances**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Item No	Part No	Noun	Specs	UI	Qty	Unit Price	GST %	Total Price

6. **Bid is Valid upto** _____.

Dated:-

(Signature of Bidder & Stamp)

**SCHEDULE OF STORES : PROCUREMENT OF MISC
ELECTRONICS, RF & ICT ITEMS**

1. **Tender Inquiry No** - **ACPPL/PROJ001A-GB-06/2022**
2. **Tender Submission Time & Date** - **Before 1400 Hrs 19 July, 2022**
3. **Tender Opening Time and Date of** - **1430 Hrs on 19 July, 2022**
4. No further extension in opening date will be granted except extreme circumstances.

(Note: Firms are requested to read carefully all the paras of IT. Moreover, unit price against same unit of issue as mentioned in IT is to be provided.

S No	Part No	Noun	UI	Qty
1.	Qty 70 Misc Electronics, RF & ICT line items			
	Schedule of store will be shared with interested vendors. For collection of schedule of store, kindly co-ordinate with Tech Co-Ordinator officer, Radar Div, NASTP. Mobile No 0321-4239352			

Notes:-

1. Quotation must be submitted on "**F.O.R**" basis only.
2. Payment will be made as per ACPPL procedure.
3. All technical publications (wherever applicable) to be provided free of cost.
4. Supplier is responsible for warranty / guarantee of the items for the period mentioned against each item.
5. Price and Part catalogue be provided free of cost.
6. Inspection / acceptance of store as per ACPPL Quality Control Department.
7. Partial bid is accepted {Except for kit No. 1 (20 line items)}.
8. Partial bids for Kit No. 1 are not accepted.

DRAFT CONTRACT FOR SUPPLY OF LAB EQUIPMENT

BETWEEN

AVIATION CITY PAKISTAN (PVT) LTD

AND

[_____]

DATE: [_____]

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ANNEXURE I: LIST OF GOODS, TIME SCHEDULE, ITEMIZED PRICES AND TECH SPECS STANDARDS & QUALITY REQUIREMENTS**Error! Bookmark not defined.**

ANNEXURE II: PHYSICAL INSPECTION

ANNEXURE III : FORM OF COMPLETION CERTIFICATE (FOR SUPPLY OF GOODS)

ANNEXURE IV: WARRANTY/GUARANTEE FOR GOODS

ANNEXURE V: PERFORMANCE GUARANTEE FORM

ANNEXURE VI: DECLARATION OF INTEGRITY

CONTRACT FOR SUPPLY OF GOODS

THIS CONTRACT FOR SUPPLY OF GOODS is made at [_____], Pakistan on this [__] day of [_____] 20[___] by and between:

- (1) **Aviation City Pakistan (Pvt) Ltd** at Islamabad, Pakistan (the “**Purchaser**”, which expression, where the context so permits, shall include its successors in interest and assigns)

AND

- (2) **M/s xxxxxxxxxxxx**, a company organized and existing under the laws of the Pakistan with its head office located at Islamabad (the “**Supplier**”, which expression, where the context so permits, shall include its successors in interest and permitted assigns).

The Purchaser and the Supplier are hereinafter also collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

1. The Purchaser had, through its Tender Notice No. [_____], dated [_____] (the “**Tender**”), invited companies who were eligible and able to Deliver the Goods by submitting their bid proposal, as specified in the Tender Document (the “**Tender Document**”) issued for the purpose.
2. The Supplier, representing that it is capable and has resources, has offered, through its quotation xxxxxxxxx (the “**Quotation**”), to Deliver the Goods.
3. The Purchaser has, pursuant to the evaluation of Quotation, decided to award the Contract to the Supplier.

NOW, THEREFORE in consideration of the mutual benefits the Parties agree as follows:

A. DEFINITIONS AND OBJECTIVE

1. Definitions and Interpretation

- 1.1. In addition to the definitions given elsewhere in the Contract, the words set out below shall have the meanings assigned to them as follows:
 - 1.1.1. “Annexure” means the Annexure to the Contract.
 - 1.1.2. “Clause” means the Clause of the Contract.
 - 1.1.3. “Completion Certificate” means the certificate issued by the Purchaser to the Supplier under Clause 11.

- 1.1.4. "Contract Price" means the total value of the Goods specified in Clause 19.
- 1.1.5. "Contract" means this Contract, and includes the Annexures hereto.
- 1.1.6. "Day" means a calendar day.
- 1.1.7. "Declaration of Integrity" means the form of Declaration of Integrity specified in Clause 31.
- 1.1.8. "Deliver", "Delivered", and "Delivery" means the act of selling, having sold, or sale the Goods, and includes the act of installing, commissioning and testing, having installed, commissioned and tested, and installation, commission and test respectively.
- 1.1.9. "Effective Date" means the date notified by the Purchaser pursuant to Clause 39.
- 1.1.10. "Physical Inspection, Functional Check and Final Acceptance Test" or "FAT" means the final acceptance test carried out as per **Annexure II**.
- 1.1.11. "Force Majeure" means the event or circumstance specified in Clause 18.
- 1.1.12. "**Goods**" means xxxxxxxxxxxxxxxx, Delivered or to be Delivered to the Purchaser by the Supplier under Clause 4.1.
- 1.1.13. "Government" means the Government of Pakistan and includes any entities owned or controlled by it.
- 1.1.14. "Month" means a calendar month or thirty (30) days for purposes of Clause 9.1.2, and Clause 17.4.
- 1.1.15. "Objective" means the objective of the Contract as specified in Clause 2.
- 1.1.16. "Performance Guarantee" means the bank guarantee furnished or to be furnished by the Supplier to the Purchaser under Clause 12.
- 1.1.17. "Site" means the place provided by the Purchaser where Supplier will Deliver the Goods.
- 1.1.18. "Spare Parts" means the spare parts Delivered or to be Delivered to the Purchaser by the Supplier under Clause 5.1.
- 1.1.19. "Specifications" means the technical specifications and standards, and includes the Purchaser's requirements, established under Clause 2.1.
- 1.1.20. "Time for Completion" means the time for Delivery of Goods as specified in Clause 17.

1.1.21. "Warranty Period" means the warranty period for the Goods as specified in Clause 8.2 or Clause 8.3, as the case may be.

1.1.22. "Warranty/Guarantee Certificate" means the Warranty/Guarantee Certificate issued by the Supplier under Clause 7.2.

1.1.23. "Year" means a calendar year.

1.2. Words importing singular shall include plural and vice versa.

1.3. A reference to a person shall include firms and legal entities.

1.4. A reference to one gender shall include the other gender where the context requires.

1.5. The headings in the Contract are inserted for convenience of reference only and are not intended to be part of or to affect the provisions thereunder.

2. Objective of the Contract

2.1. The Supplier shall be responsible for timely Delivery of Goods meeting the technical specifications, standards and requirements specified in tender document at the Site subject to the terms and conditions of this Contract.

2.2. The Supplier shall accordingly carry out all activities that are attributable to it as its responsibility under this Contract.

B. EXECUTION OF THE PROJECT

3. Sale of Goods

The Supplier shall sale and Deliver the Goods to meet the Objective in accordance with the terms and conditions of the Contract.

4. The Goods

4.1. The Supplier shall Deliver to the Purchaser the Goods specified in **Annexure I**.

4.2. The Supplier represents and warrants that the Goods specified in **Annexure I** are sufficient in all respects, including quantity and quality, to fully achieve the Objective. If during execution of the Contract any other goods are deemed necessary for fully achieving the Objective, then such goods shall be delivered to the Purchaser by the Supplier without additional cost to the Purchaser.

- 4.3. The Supplier shall ensure that (refurbished) Goods delivered must be from current production, strictly conforming to specifications, will not contain repaired parts, free from defects in material and to the complete satisfaction of the Purchaser.
- 4.4. The Supplier will ensure that Goods have a serial number, model number, date of manufacture, or some other similar identification.
- 4.5. The Supplier shall provide to the Purchaser free of cost all original standard publications, catalogues, technical literature, technical / operational manuals, manufacturer's specifications and packing details, and acceptance test procedure with the Goods.
- 4.6. Title, risk of loss and damage of Goods will pass from Supplier to Purchaser upon Delivery by Supplier to Purchaser. Supplier will provide to Purchaser, a certificate of origin stating the country of origin for the Goods upon Purchaser's request.
- 4.7. Any acceptance of Goods by Purchaser will not be a waiver of the Supplier's obligations in any respect thereof under this Contract.

5. Spare Parts

- 5.1 The Supplier shall provide at no additional cost operational spares and consumable support materials for two (2) years after issuance of the Completion Certificate.

6. Licenses

- 6.1 The Supplier shall obtain from the government concerned all permits, export licenses, etc. required for the export and Delivery of the Goods, provided that the Purchaser shall provide the End User Certificate, if required.

7. Terms and Conditions of Shipment

- 7.1. Goods shall be supplied to the Purchaser on F.O.R basis on the terms and conditions specified herein.
 - 7.2. The Goods shall be accompanied by the Supplier's Warranty/Guarantee Certificate, specified in **Annexure IV**, regarding the quality and quantity subject to these being technically checked and tested where necessary and accounted for on arrival at the Purchaser's ware-house. The Supplier will render Warranty/Guarantee Certificate in duplicate to the Purchaser, as soon as the Goods have been dispatched. During installation and commissioning if any Goods are found faulty, the Supplier will replace those free of cost. It will be obligatory for the Supplier to identify the Goods by inscribing thereon or attaching thereto a Warranty label to the following effect.
-

WARRANTY

Expiry Date: [_____]
Supplier's Name: [_____]

- 7.3. The Warranty/Guarantee shall remain valid for a period of twelve (12) months from the date of Completion Certificate.
- 7.4. In case the Goods, on checking and testing after receipt at the Purchaser's Site, are found to be not in conformity with the Specifications, the Supplier will replace the rejected Goods by next business day (max 10 working days, if goods are imported) acceptable Goods free of cost and without any obligation to the Purchaser. Rejected Goods will be disposed off by the Supplier under its own arrangements.

8. Warranties

- 8.1. The Supplier warrants that the quality of all the Goods Delivered hereunder shall comply in all respects with the requirements of any statutory enactment, rule, regulation, order, contract or any other instrument having the force of law, which may be in operation at the time of Delivery of the Goods.
- 8.2. Unless otherwise specified for particular Goods, the warranty period for the Delivered Goods shall be twelve (12) months from the issuance of the Completion Certificate.
- 8.3. If any Goods become defective within the Warranty Period other than as a result of a failure of the Purchaser to use the Goods in accordance with the written instructions provided by the Supplier to the Purchaser, then the Supplier shall repair or replace the defective Goods as soon as is reasonably practicable (max 15 days including holidays) following a request from the Purchaser. The Supplier shall forthwith collect all such defective Goods or the Purchaser shall return the Goods to the Supplier at the Supplier's risk and expense. If the defective Goods are incapable of being replaced or repaired then the Supplier shall refund to the Purchaser the total Price paid by the Purchaser to the Supplier for such Goods. The warranty period of the repaired or replaced Goods shall be twelve (12) months from the date of the repair or replacement, as the case may be.
- 8.4. The Supplier shall ensure that compatible spares are at factory prices to facilitate repairs (where applicable) for a period of at least five (5) years from the issuance of the Completion Certificate.
- 8.5. The Supplier warrants that the Goods are now free, and that at the time of Delivery shall be free from any security interest or other lien or encumbrance. If any such lien will attach or any claim for such is filed, Supplier will immediately procure the discharge thereof without any further cost to the Purchaser.
- 8.6. The Supplier warrants that it neither knows nor has reason to believe the existence of any outstanding title or claim of title hostile to the rights of the Supplier in the Goods.

9. Purchaser's Options on Non-Delivery of Goods

9.1. The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:

9.1.1. To cancel the Contract and forfeit the Performance Guarantee; or

9.1.2. To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% but not less than 1% of the itemized prices of the un-Delivered Goods for each and every month, or part thereof thereafter, beyond the specified dates of Delivery during which these may not be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or

9.1.3. To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this default to the extent necessary, by canceling the Contract, either wholly or for the un-Delivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

9.2. The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

10. Acceptance of Goods

10.1. The acceptance of the Goods is contingent upon the successful completion of the FAT of the Goods in accordance with the terms of the Contract.

11. Completion Certificate

11.1. The Purchaser shall, upon satisfactory completion of the FAT, issue a Completion Certificate to the Supplier as acknowledgement of the complete Delivery of Goods.

11.2. The specimen of the Completion Certificate shall be in the Form attached hereto as **Annexure III**.

11.3. The Supplier shall, install, commission, test and trial run the Delivered Goods at Site.

C. SUPPLIER'S GENERAL OBLIGATIONS

12. Performance Guarantee

12.1. To ensure timely and correct supply of Facility, the Seller will furnish a Performance Bond for an amount of _____ being **02** % of the total contract cost at the time of signing of this Contract, in the format attached hereto as Annexure 'V'.

12.2. In case of Bank Guarantee submission-The Bank Guarantee will be endorsed in favour of Purchaser.

12.3. In the event of unsatisfactory performance or any breach of terms of Contract, the Performance Guarantee shall be forfeited by the Purchaser. Seller undertakes not to hinder / restrain its encashment through Court, extra judicial or any other (including administrative) process.

12.4. **Validity of Performance Guarantee**

The Performance Guarantee shall be valid for two months beyond completion of warranty period. In case Performance Guarantee has gone expired and the Seller is reluctant to extend the same, then Purchaser will stop payments of equal amount of the Seller and initiate necessary action in this regard.

12.5. **Submission of Performance Guarantee**

Performance Guarantee shall be submitted by the Seller to the Purchaser within 30 Days of signing of the Contract. The Purchaser will scrutinize that the same is in conformity with the format given in request for proposal and will obtain verification of Performance Guarantee from the issuing bank.

12.6. If the Seller fails to produce the Performance Guarantee within the specified period, the Purchaser reserves the following rights: -

- (a) Right of encashment of Bid Security deposited by the Seller forthwith.
- (b) Right of Cancelling the Contract at the Risk & Expense of the Seller.

12.7. **Release of Performance Guarantee: -**

The Performance Guarantee will be returned to the Seller by the Purchaser on receipt of instruction from the End User after completion of warranty period of the goods as per Annexure 'IV'. The Seller will dispatch '**No Demand Certificate**' to End User as per Annexure 'VII' of the Contract.

13. Indemnity

11.4. The Supplier shall remain responsible for the Delivered Goods, which shall be fit for the intended purposes of the Contract and it shall also remain responsible for any infringement of any patent or copyright in respect of the same.

11.5. The Supplier agrees to indemnify the Purchaser from and against all liabilities, losses and costs of any kind which relate to any misrepresentation or breach of warranty under the Contract.

11.6. The obligation to indemnify shall include all reasonable costs and expenses, including but not limited to disbursements and legal fees.

14. Confidentiality

12.1. The Supplier and its employees shall not communicate any information relating to the Delivery of Goods to any person not authorized in writing by the Purchaser. Failure to observe this Clause will render the Supplier to legal action.

12.2. The obligations set forth herein shall survive the cancellation or termination of the Contract for any reason.

12.3. The Supplier acknowledges and agrees that any breach of the terms of this Clause would cause irreparable harm to the Purchaser and agrees that the Purchaser shall be entitled, in addition to whatever remedies may otherwise be available under the Contract or at law, to injunctive relief or other applicable equitable remedies with respect to any such actual or threatened breach.

12.4. The Purchaser acknowledges that the Supplier may be required by law of Pakistan to provide specific information in the Contract to governmental authorities in Pakistan for issuance of license(s) for export of Goods and agrees that this shall not be interpreted as a breach of confidentiality.

D. PURCHASER'S OBLIGATIONS

15. Access to Site

15.1 The Purchaser shall grant the Supplier access to the Site for the supply, installation, commissioning, testing, supervision, operation and maintenance of the Goods, and provision of training to the Purchaser's personnel.

16. Purchaser's Representatives

16.1 The Purchaser shall authorize one or more of its personnel to act for it under the Contract and notify their name(s) to the Supplier forthwith.

16.2 The Purchaser may also appoint a firm or individual to carry out certain duties and notify the name(s) to the Supplier from time to time.

16.3 The Purchaser shall notify the Supplier of the delegated duties and authority of the Purchaser's representative(s) and appointee(s).

E. TIME FOR COMPLETION

17. Time Schedule and Term

17.1 The Supplier shall Deliver the Goods in accordance with the time schedule specified in **Annexure I** within 60 days of the Effective Date. The timely Delivery of Goods by the Supplier is the essence of the Contract.

- 17.2 The Supplier shall commence the Delivery of Goods on the Effective Date, proceed expeditiously and without delay, and complete the Delivery within the Time for Completion.
- 17.3 The Supplier shall be entitled to an extension to the Time for Completion if it is or will be delayed by Force Majeure. On receipt of an application from the Supplier, the Purchaser shall consider all supporting details provided by the Supplier and shall extend the Time for Completion as appropriate.
- 17.4 If the Supplier fails to complete the Delivery within the Time for Completion, the Supplier shall be liable to the Purchaser for such failure and pay liquidated damages as provided in Clause 9 for each month, or part thereof thereafter, for which it fails to complete the Delivery.
- 17.5 The Supplier shall be entitled, subject to Clause 17.3, to an extension of the Time for Completion if and to the extent that completion is or will be delayed by any cause(s) attributable to the Purchaser. If the Supplier considers itself to be entitled to an extension of the Time for Completion, it may, after giving a reasonable opportunity to the Purchaser to cure any apparent delay, give notice to the Purchaser specifying the reason for the delay attributable to the Purchaser. When determining each extension of time, the Purchaser shall review previous determinations and may increase, but shall not decrease, the total extension of time.

18. Force Majeure

- 18.1 “Force Majeure” means an exceptional event or circumstance, which is beyond a Party’s control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- 18.2 The Supplier shall, within fifteen (15) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Supplier for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure” event, act or circumstance. Non-availability of raw material for the manufacture of the Goods or export permit for the export of the Goods from the country of its origin shall not constitute “Force Majeure.”
- 18.3 If by reason of “Force Majeure” the Goods are not delivered by the due date, then the Delivery Period may be extended appropriately for the purpose, provided the said Goods shall be ready to be delivered within one (1) month of the stipulated delivery date. If the said Goods are not ready to be delivered after the lapse of one (1) month as aforementioned, then the Purchaser shall have the right to cancel the Contract by informing the Supplier of the cancellation in writing. This, however, will not apply to consignments of Goods already accepted and delivered according to

the terms of the Contract. The Supplier shall not be entitled to any compensation whatsoever as a result of this cancellation.

F. CONTRACT PRICE AND TERMS OF PAYMENT

19. Contract Price

19.1. The price of the Goods are fixed and amount to a total F.O.R contract value of Rs _____ (inclusive 17% GST) only (_____ /- only). Payment for the Goods shall be based on the itemized amounts specified in **Annexure I**.

20. Terms of Payment

20.1. Payment after deduction of the applicable taxes and duties, shall be made within thirty (30) days **with 15 days of grace period** by M/s Solid State Electronics (SSE), upon receipt of error free invoice. The invoice, in favour of "M/s Solid State Electronics, Rawalpindi" shall be submitted to the purchaser.

20.2. Bank charges incidental to the withdrawal of payment shall be borne by the Supplier.

G. TERMINATION AND DISPUTE SETTLEMENT

21. Termination

21.1 If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods then in the actual possession of the Purchaser.

21.2 In the case of remainder of the undelivered Goods, the Purchaser may select either:

21.2.1 To have any part thereof completed and take the delivery thereof at the itemized prices, or

21.2.2 To cancel the residue and pay to the Supplier for the Goods or components thereof in the actual possession of Supplier at the prices to be determined by the Purchaser in which case Goods in the possession of Supplier shall be delivered by the Supplier.

21.3 No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.

22. Dispute Resolution

22.1 All matters of dispute or difference, except regarding rejection of the Goods by the Purchaser, the settlement of which is not otherwise specially provided for in the Contract and which cannot be amicably solved within thirty (30) days after claim proposed by one Party to the other Party, shall be referred for adjudication to two arbitrators, one to be nominated by each party, who before entering upon the

reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court of Pakistan shall appoint the umpire.

22.2 The arbitration proceedings shall be held in Pakistan.

22.3 The decision and award of the arbitrators shall be based on the provisions of the Contract. The arbitrators shall render a detailed written decision, which includes their findings of fact and applicable rules of law. The cost of arbitration shall be included in any award made.

22.4 The decision or award of the arbitrators shall be final and binding on the Parties and may be executed against them in a court of competent jurisdiction.

23. Continuing Obligation

Each Party shall continue to fulfill its obligations pending resolution of any dispute or difference arising out of or relating to the Contract.

24. Governing Law and Jurisdiction

24.1. The Contract shall be governed by and construed in accordance with the laws of Pakistan and the Pakistani courts shall have sole jurisdiction in relation to all matters arising out of these terms.

H. MISCELLANEOUS

25. Representations and Warranties of Supplier

The Supplier represents and warrants that the person, signing the Contract or any other document forming part of the Contract on behalf of the Supplier, has authority to bind the Supplier to the terms and conditions of the Contract.

26. Responsibility for Contract

It is clearly understood and agreed by the Supplier that the Purchaser is solely responsible for the Contract.

27. Modifications and Severability

27.1. No modification, alteration, or amendment of any provision hereof shall be binding unless contained in writing and signed by the Parties duly authorized representatives.

27.2. If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected.

28. Waiver

28.1. Failure or neglect by either party to enforce at any time any of the provisions hereof shall:

28.1.1. Not operate or be construed or deemed to be a waiver of its rights hereunder;

28.1.2. Not justify any other or further default whether of a like or different character;

28.1.3. Not prejudice its rights to take subsequent action.

28.2.No waiver by a Party of any default by the other Party in the performance of any of the obligations under the Contract shall be effective unless in writing duly executed by an authorized representative of the Party.

28.3.No approval or consent or absence of comment by the Purchaser or the Purchaser's representative shall affect the Supplier's obligations.

29. Taxes

29.1.Any tax, duty or fee, imposed on the Supplier, its sub-Suppliers or employees, as a consequence of executing the Contract, shall be the obligation of the Supplier. The Contract Price shall not be adjusted for any of these costs.

29.2.The Supplier shall accordingly pay for all such taxes, duties and fees, as required by the laws of Pakistan.

29.3.The Supplier shall indemnify and hold the Purchaser harmless against and from the consequences of any failure to do so.

29.4.Where required under the laws of Pakistan, the Purchaser shall withhold or deduct any tax, duty or fee, from any payment to Supplier as may be required under the laws of Pakistan. In doing so, the Purchaser shall be entitled to take benefit of any lawful concessions and exemptions provided under the laws of Pakistan.

30. Assignment

30.1.The Supplier shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms of the Contract. The Supplier shall not assign the Contract to any third party without the prior written consent of the Purchaser. Any unauthorized assignment in violation of the Contract shall be void and without legal effect.

31. Declaration of Integrity

31.1.The Supplier shall furnish a declaration of integrity in the form attached hereto as **Annexure VI**, regarding any fees, commission and brokerage etc. paid or intended to be paid by it in connection with the procurement of the Contract.

32. Annexures

32.1.The Annexures are an integral part of the Contract:

- | | |
|---------------|--------------------------------------------------------------------------------------------------------------|
| Annexure I: | List of Goods, Time Schedule, Itemized Prices and Technical Specifications, Standards & Quality Requirements |
| Annexure II: | Physical inspection and testing |
| Annexure III: | Form of Completion Certificate (for the Supply of Goods) |
| Annexure IV: | Warranty/Guarantee Certificate for Goods |

Annexure V: Performance Guarantee

Annexure VI: Declaration of Integrity

33. Entirety

33.1.The Contract replaces and supersedes any and all other prior written or oral representations, negotiations, or other communications of every kind pertaining to the formation and execution of the Contract, including the Tender Document and Supplier’s Quotation.

34. Amendment

34.1.The Contract may be varied or amended only by mutual consent of the Parties given in writing.

35. Authority

35.1.Nothing in the Contract shall be construed to give any Party, and no Party shall hold itself out to have, the authority or power to enter into any obligation on behalf of the other Party except as specifically authorized by the other Party in writing.

36. Correspondence

36.1.All correspondence shall be in writing, in the English language, and sent by registered mail or international courier service, acknowledgement due, or by fax addressed as follows:

(i) If to the Purchaser:

Attention: [_____]

Designation: [_____]

Address: [_____]

Fax No: [_____]

E-mail: [_____]

(ii) If to the Supplier:

Attention: [_____]

Designation: [_____]

Address: [_____]

Fax No: [_____]

E-mail: [_____]

36.2.Correspondence shall be sent to such other postal address, fax number or E-mail address as a Party may notify from time to time to the other Party in accordance with this Clause.

36.3.Correspondence, except for notices required or contemplated under the Contract, may also be sent through email.

36.4. Correspondence sent as above shall be deemed to have been received seven (7) days from the date of posting if forwarded by courier service or on the next day after transmission (in case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number(s) indicated above and confirming that all pages were successfully transmitted).

37. Language

37.1. The English text of the Contract shall be treated as the authentic text for all purposes including interpretation.

38. Conditions of Effectiveness

38.1. The Contract shall become effective on the date notified by the Purchaser under Clause 39 upon fulfillment of the following conditions of effectiveness:

- (a) Approval of the Contract by the Purchaser's Board;
- (b) Provision of Performance Guarantee; and
- (c) Submission of Declaration of Integrity.

39. Effective Date

39.1. The Purchaser shall notify the date of effectiveness of the Contract to the Supplier immediately after the fulfillment of all the conditions of effectiveness specified above. The Contract shall remain valid for a period beyond twelve (12) months from issuance Completion Certificate.

IN WITNESS WHEREOF, the Parties have caused the Contract to be signed in duplicate at the place and on the date set forth above.

[_____]
[_____]

[_____]
[_____]

for and on behalf of Purchaser

for and on behalf of Supplier

WITNESSES

[_____]

[_____]

**ANNEXURE I: LIST OF GOODS, TIME SCHEDULE , PRICES AND
TECHNICAL SPECIFICATION, STANDARDS & QUALITY REQUIREMENTS
(Clause 2.1 4,18.5.1, 17.1, 19.1)**

S No	Tende r S No	Part Numbe r	Noun	U/I	Qt y	Unit Price (PKR)	Total Price (PKR)	17% GST (PKR)	G Total (PKR)	Date of Deliver y	Technical Specificatio n, Standards and Quality Requiremen ts

ANNEXURE II : PHYSICAL INSPECTION AND TESTING
(Clause 11.3)

1. Physical Inspection

(a) Complete physical inspection will be undertaken by Purchaser's authorized representative with assistance of co-opted member as follows: -

(i) Physical Check:

- a. Goods will be checked for physical damage, scratches, corrosion & deformity.
- b. Screws / nuts / bolts / casing / channels and power pack / accessories / leads / cables & lens.
- c. All items will be identified with serial number and part number.
- d. Brand name, model, country of origin.
- e. Operating/maintenance/safety brochures and manuals.
- f. OEM certificate and certificate of conformity or verifiable documents will be provided by the Supplier that Goods has been procured from certified source.
- g. Goods must be factory new and from current production. Certificate of current production is to be rendered by the Supplier.

(ii) Warranty

- a. A warranty sticker is to be pasted on each item by the Supplier highlighting following information: -
 - (i) Name of Supplier's Firm.
 - (ii) Contract No. and Date
 - (iii) Description of Goods
 - (iv) Warranty Validity

(iii) Packing

- a. Each item is packed in its original water proof packing.
- b. Packing must be suitable for transportation / storage of items over long distance by air/road/rail/sea.

(iv) Functional Checks: Functional / fitment / ops checks will be carried out.

2. Final Acceptance Test

- (a) The Purchaser shall carry out the Final Acceptance Test (FAT) of the Goods after successful installation, commissioning and trial run thereof by the Supplier. The Supplier shall assist the Purchaser in carrying out this test, which will comprise the following:

- (c) Upon the Final Acceptance Test being carried out successfully to the satisfaction of the Purchaser, a certificate of completion shall be issued to the Supplier by the Purchaser.

**ANNEXURE III: FORM OF COMPLETION CERTIFICATE (FOR SUPPLY OF GOODS)
(Clause 11.2)**

It is certified that following goods against contract No _____ has / have been received and functionally checked as per status annotated against each:-

S No	Contract S No	Part No	Noun	Qty	S No	Date of Receipt	Status	
							Physical	Functional

Checked by

(Name)
Rank
Designation
Date

**ANNEXURE IV : WARRANTY/GUARANTEE FOR GOODS
(Clause 7.2)**

WARRANTY/GUARANTEE CERTIFICATE

Firm's Name: [_____]
Contract No.: [_____] **Date:** [_____]

1. We hereby guarantee that the Goods provided against the above Contract are in all respects in accordance with the relevant specifications and terms of the Contract and that the materials used, whether or not of our manufacture, are in accordance with the latest approved standard specifications complete, are of good workmanship and quality throughout, and that we shall replace free of cost every article or part thereof which before use or in use, shall be found defective, or not within limits and tolerance of specified requirements, or in any way not in accordance with the terms of the Contract.
2. In case of our failure to replace the defective Goods free of cost within the period specified by the Purchaser, we will refund the relevant cost.
3. This Warranty/Guarantee Certificate will remain valid for twelve (12) months after issuance of the Completion Certificate.
4. The Supplier will not bear any guarantee for any goods that are not purchased from the Supplier.

Signature [_____]
Name [_____]
Status in the Firm [_____]
Dated [_____]

ANNEXURE V: PERFORMANCE GUARANTEE FORM
(Clause 12.1)

BANK GUARANTEE FOR PERFORMANCE

(On Pakistan Judicial Stamp Paper of Rs.100 or as suitable to the amount of BG)

To: [_____]
[_____]
[_____] [Address]

- Type of Guarantee: Performance Guarantee
- Guarantee No.: [_____]
- Name and Address of Guarantor:[_____]
- Place of Issue of Guarantee: [_____]
- Guarantee Amount and Currency: [_____] [in numbers]
_____ [in words] (the "Guaranteed Amount")
- Form of Presentation of Guarantee: [_____]
- Place of Presentation of Guarantee: [_____]
- Date of Issue of Guarantee: [_____]
- Guarantee Valid up to: [_____] [Expiry Date]
- Name and Address of Supplier on whose behalf Guarantee is issued:
[_____]
- Reference Contract No.: [_____] dated [_____]
- Name and Address of Beneficiary: [_____]

THIS PERFORMANCE GUARANTEE is executed at [_____] on this [_____] day of [_____] 2021 by:

[_____] [Name of the issuing Bank] having our registered office at [_____] and issuing branch office at [_____] (the "Guarantor", which expression shall mean and include its successors, executors, administrators, and permitted assigns);

On the request and on behalf of [_____] [Name of Supplier] (the "Supplier" which expression shall mean and include its successors, executors, administrators, and permitted assigns);

In favor of [_____] ("THE PURCHASER") (the "Beneficiary" which expression shall mean and include its successors, executors, administrators and assigns).

WHEREAS:

A. The Beneficiary and the Supplier have entered into a Contract for the supply of Goods dated [_____] (the "Contract").

- B. In consideration of the Beneficiary entering into the Contract with the Supplier, the Guarantor, at the request and on behalf of the Supplier, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (the "**Performance Guarantee**") in favor of the Beneficiary in order to secure the performance of the Supplier's obligations under the Contract (the "**Guaranteed Obligations**").

NOW, THEREFORE, this Performance Guarantee witnesseth:

1. In the event that the Supplier defaults in, delays, or fails, to perform the Guaranteed Obligations, of which events the Beneficiary shall be the sole arbiter, the Guarantor shall, on the Beneficiary's first written demand, pay to the Beneficiary the entire sum of, or any portion of, the Guaranteed Amount as specified in the Beneficiary's written demand within three (3) days of the receipt of the written demand (the "**Due Date**"). Such first written demand of the Beneficiary shall only state that the Supplier has defaulted in, or delayed, or failed, to perform the Guaranteed Obligation stated in the written demand under and in accordance with the terms of the Contract.
2. The Guarantor hereby binds itself unconditionally and irrevocably, and undertakes and guarantees to pay the Guaranteed Amount, as primary obligor and not merely as surety, on first written demand of the Beneficiary, without protest or demur and without reference, notice or recourse to the Supplier or any other person, and hereby expressly waives all rights to deny its obligation to the Beneficiary irrespective of any dispute, difference or disagreement between the Supplier and the Beneficiary or contest by any other party or person.
3. At any time during the validity of this Performance Guarantee, the Beneficiary may, at its sole discretion and decision, demand payment of the entire Guaranteed Amount, or any portion thereof, from the Guarantor. The decision of the Beneficiary as to the Supplier's default, delay, or failure in performing the Guaranteed Obligations shall be final and binding on the Guarantor, which shall not be questioned by the Guarantor in any manner whatsoever.
4. This Performance Guarantee shall remain in full force and be effective for a period up to [] and the Guarantor's obligations under this Performance Guarantee shall be for payment of the Guaranteed Amount or part thereof as may be demanded by the Beneficiary from time to time.
5. The Beneficiary may, if and when and in such manner as the Beneficiary in its sole discretion deems appropriate, grant time or other indulgence to or accept or make any composition or arrangement with the Supplier and/or vary, renew, discharge, realize, release, enforce or deal with any other securities, guarantees, obligations, decrees, contracts, or agreements, now or hereafter made or held by the Beneficiary, and such acts shall not affect in any way whatsoever the Beneficiary's rights under this Performance Guarantee, and shall not affect in any way whatsoever the Guarantor's liability hereunder, or discharge the Guarantor from its obligations under this Performance Guarantee.
6. The Guarantor's obligations as set out in this Performance Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Guarantor's assent or otherwise, of any act or omission, or any circumstances or events which would otherwise discharge, impact or otherwise affect any of Guarantor's obligations contained in this Performance Guarantee.
7. Demands under this Performance Guarantee may be made from time to time in accordance with

its terms. Partial payments of the Guaranteed Amount shall not discharge this Performance Guarantee and this Guarantee shall remain in full force and effect in accordance with its terms for the difference from time to time between the aggregate total of the partial payments made and the Guaranteed Amount.

8. No delay or failure to exercise any right or remedy under this Performance Guarantee by the Beneficiary shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by the Beneficiary shall be valid unless made in writing.

9. No set-off, counter claim, reduction, or diminution of any obligation that the Guarantor has or may have against the Beneficiary shall be available to it against the Beneficiary in connection with any of its obligations to the Beneficiary under this Performance Guarantee. The Guarantor shall make all payments under this Performance Guarantee in [_____][*indicate currency*] and in full, without set-off or counterclaim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the Due Date to the Beneficiary, provided that if the Guarantor is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Beneficiary such additional amount necessary to ensure that the Beneficiary receives an amount equal to the amount which it would have received had no such deduction or withholding been made. In the event under the laws of Pakistan the payment of the Guaranteed Amount in a currency other than Pakistan Rupees is prohibited or becomes unlawful, or the due execution, validity, enforceability or performance of the obligations of the Guarantor hereunder is questioned by any Court, the State Bank of Pakistan or other competent authority or agency with jurisdiction over the Guarantor on the grounds of the Guaranteed Amount being denominated in a foreign currency, this Performance Guarantee shall secure and shall be deemed always to have secured the Guaranteed Amount in equivalent Pakistan Rupees calculated at the official exchange rate specified by the State Bank of Pakistan for [_____][*indicate currency*] prevalent on the date of payment of the whole or part of the Guaranteed Amount as demanded by the Beneficiary may in such event be made by the Guarantor in Pakistan Rupees.

10. The Guarantor hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and has obtained all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Performance Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor under the Laws of Pakistan. Further, that the signatories to this Performance Guarantee are the Guarantor's duly authorized officers.

11. This Performance Guarantee shall be governed by the laws of Pakistan.

12. This Performance Guarantee shall expire at the official closing of the counters of the Guarantor, [_____][*name of the Branch*], [_____][*city*], on [_____][*expiry date*] (the "**Expiry Date**"). The Guarantor's obligations under this Performance Guarantee are limited to payment of claims lodged in writing and presented at the counters of the Guarantor at [_____][*name of the Branch*] [_____][*city*], on or before the Expiry Date. Except for demands made by the Beneficiary under this Performance Guarantee on or before the Expiry Date, the Guarantor shall stand fully discharged and released from any and all obligations, claims and liabilities under this Performance Guarantee whether or not this instrument of Performance Guarantee is returned to the Guarantor.

[To be signed by the authorized signatory of the Bank, Dated and Stamped with the Bank's Stamp]

For and on behalf of the Guarantor: [_____]

[Signatures, Names and Designations of Bank Officers]

1. [.....] 2. [.....]
.....
.....]

[Also to be witnessed by two adult male witnesses, specifying in each case, the full name, National Identity Card number, and address]

Witness:

1. [.....] 2. [.....]
.....
.....]

ANNEXURE VI: DECLARATION OF INTEGRITY

(Clause 31.1)

Declaration of Integrity

[_____] the Supplier hereby declares its intention not to obtain or induce 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, the Supplier 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.

The Supplier 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.

The Supplier 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 rights 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, the Supplier 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 any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier/Supplier] 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 [_____]

Name [_____]

Status in the Firm [_____]

Dated [_____]

ANNEXURE VII: NO DEMAND CERTIFICATE

(Clause 12.7)

I (a) _____

Late (b) _____

To the (c) _____

Is hereby acknowledge to have received payment in full from the Purchaser for all articles supplies and services rendered by me in connection with _____ dated _____ for the supply of

(d) _____
and certify that I have no further claims whatsoever against Purchaser in connection with, or arising out of, said contract which remain unadjusted.

Signature of Contractor, defacing
a stamp if executed in Pakistan
Dated: _____

Signature of Two Witnesses (e)

(i) _____

(ii) _____