

PLEASE READ CAREFULLY

- ❖ **Kindly print the bidding document, read carefully, sign and stamp on each page duly filled and submit with the technical quotation.**
- ❖ 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 PPRA rule 31 no bidder is allowed to alter or modify his bids after the bids have been opened. Moreover, as per rule 36 (vi) 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 DP, bid validity, provisioning of original quotation from foreign principal, 10% BG confirmation etc for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.
- ❖ **Participating firms are to provide particulars of their reps on Ph No 051-9099-2534 at least 01 day prior to tender opening.**

INDEX

CONTENTS

LIST OF CLAUSES AND ANNEXURES GENERAL PARTICULARS

CLAUSE	TITLE
1.	INVITATION
2.	CONDITION GOVERNING CONTRACTS
3.	DELIVERY OF TENDER. (SINGLE STAGE TWO ENVELOPE BASIS)
4.	FORM PACB - 002A & PACB - 002B
5.	SINGLE/MULTIPLE OFFERS
6.	DATE & TIME FOR RECEIPT OF TENDER
7.	DELIVERY PERIOD
8.	RIGHTS RESERVED
9.	ADDITION AND DELETION OF STORE
10.	VALIDITY OF QUOTATION
11.	TECHNICAL LITERATURE, SPECIFICATIONS AND INTERCHANGEABILITY
12.	DEVIATION FROM SPECIFICATIONS
13.	PACKING
14.	RESTRICTION OF EXPORT / IMPORT LICENSE
15.	APPLICATION OF OFFICIAL SECRET ACT 1923
16.	QUOTING OF PRICES
17.	PROVISION OF OEM CERTIFICATE
18.	DISQUALIFICATION
19.	PAYMENT
20.	SEQUENCE OF QUOTATION
21.	WARRANTY / GUARANTEE OF STORE
22.	COUNTRY OF ORIGIN AND MODE OF SHIPMENT
23.	FAX QUOTATION
24.	LC CHARGES
25.	QUALITY INSPECTION
26.	SUBMISSION OF CERTIFICATE
27.	TENDER OPENING
28.	BID SECURITY

29. END USER CERTIFICATE (EUC)

CLAUSE TITLE

- 30. CHECKING OF STORE
- 31. WITHDRAWAL OF OFFER
- 32. TREASURY CHALLAN
- 33. DOCUMENTS REQUIRED
- 34. FORCE MAJEURE
- 35. ARBITRATION
- 36. LITIGATION
- 37. RISK PURCHASE
- 38. TERMINATION OF CONTRACT
- 39. SECURITY DEPOSIT / BANK GUARANTEE
- 40. LATE DELIVERY
- 41. AUTHORITY TO SIGN DOCUMENTS
- 42. PRIOR INTIMATION REGARDING SUBMISSION OF QUOTATION
- 43. BIDDING CLARIFICATIONS TO TENDER
- 44. RESPONSE TIME
- 45. SECRECY
- 46. NON-DISCLOSURE AGREEMENT

ANNEX "A"	C E R T I F I C A T E
ANNEX "B"	QUESTIONNAIRE TO BE FILLED IN BY BIDDER
ANNEX "C"	SCHEDULE OF STORES
ANNEX "D" Form PACB-002A	SCHEDULE OF TENDER
ANNEX "E" Form PACB - 002B	UNDER TAKING
ANNEX "F" (PACB-002C)	SPECIAL INSTRUCTIONS
ANNEX "G"	GENERAL CONDITIONS FOR BG
ANNEX "H"	NON-DISCLOSURE AGREEMENT



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

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO BIDDERS
(SINGLE STAGE TWO ENVELOPE BASIS)
(FCA / FOB)**

Tender No **PACB/741/41993001/0926/P-1**

Directorate of Central Procurement
Pakistan Aeronautical Complex

Kamra Dist. Attock

Tel: +92-51-9099-2534

Fax: +92-57-9317491

Email: Padcpre1@pac.org.pk

09 December, 2024

To,

PPRA & PAC Websites

Dear Sir,

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

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

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

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

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

(c) Both the "**Envelops**" of Technical and Commercial offers should be enclosed in one cover, properly sealed and bear the address of Directorate of Central Procurement (DCP) PAC Kamra with tender number and opening date. **Bid Security shall be sealed in an envelope separate from technical and financial bids.**

4. FORM PACB - 002A & PACB - 002B Form **PACB - 002A & PACB - 002B (Annexure D & E)** 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 quotation against the tender will also be rejected.

6. DATE & TIME FOR RECEIPT OF TENDER The tender must reach DCP PACB Kamra by the date and time specified in the **Schedule to Tender** (PACB – 002A attached). Tenders received after the prescribed date and time will **NOT** be entertained. The appointed time will, however fall on next working day in case of closed / forced holiday. Telegraphed / Faxed / Telexed bids will be rejected unless specifically asked for. Tender can also be sent through courier however you are required to intimate this office (DCP) regarding dispatch of quotation through courier giving details of the courier through fax so that courier service may be tracked to ensure your participation in the Tender. In case tender is despatched by courier then same should reach DCP, PAC at least 01 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. DELIVERY PERIOD Stores are required of within minimum possible delivery period but **not later than 06 Months after opening of LC**. Offers with minimum delivery period are likely to be preferred. However, delivery period is to be factual as no extension will be subsequently granted except under unavoidable circumstances beyond control of SELLER or under Force Majeure for which intimation with full justification / evidences is to be dispatched well in advance for consideration.

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

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

10. VALIDITY OF QUOTATION The quotation must be valid **till 30-06-2025** from the date of opening the tender.

11. TECHNICAL LITERATURE, SPECIFICATIONS AND INTERCHANGEABILITY

Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. A certificate of complete interchangeability must be endorsed on the quotation for all substitute or in-lieu items, otherwise the same are likely to be rejected. A copy of relevant page of publication must be attached to prove correctness of offered / interchangeable / in-lieu item. Prices of master, substitute and in-lieu items must be quoted separately. **For any query regarding technical issues, firms may contact Tel Ext 051-90990-4295, provmrf@pac.org.pk or Directorate of Log, MRF PAC Karma District Attock**

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

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

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

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

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

(a) FOB price of the stores (Line-Item Wise).

(b) Percentage of agent commission (on Ex-Factory price). Agent commission is to be **exclusive** of quoted price. Principal must indicate if agent commission is not applicable. If there is no indication of agent commission in principal's Performa invoice, agent commission will neither be given by the principal nor by the Buyer.

(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 (Form **PACB – 002A**)

(d) Original quotation from the foreign manufacturer / supplier / principal must be attached in support of the quoted price. 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) Certificate as per attached Annex “A” duly signed by the principal and agent must be attached with quotation.

17. PROVISION OF OEM CERTIFICATE Certificate of OEM for certified vendors or Agency Agreement must be attached with quotation.

- 18. DISQUALIFICATION** Offers are liable to be rejected if: -
- (a) There is deviation from any instruction described in this invitation to tender.
 - (b) Offers are found conditional or incomplete in any respect.
 - (c) Multiple quotations against the tender.
 - (d) Multiple rates are quoted against one item.
 - (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
 - (f) **Annexure “A”, Form PACB-002A (Annexure “D”) and PACB-002B (Annexure “E”)** duly filled – in and signed by the Bidders are not received with the offer.
 - (g) Offer received later than appointed date and time.
 - (h) Tender specification if not conforming to the offer. In case of equipment/ major assemblies manufacturer’s brochures shows specifications different from those given in tender.
 - (j) Offer subject to restriction of Export License.
 - (k) Over writing / erasing in prices.
 - (l) Change in prices by the supplier after opening of commercial offers unless asked by Directorate of Central Procurement PAC.
 - (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
 - (n) Offers not accompanied with prescribed tender / Challan fee of Rs. 200/-.
 - (p) Bid Security not provided.
 - (q) **Performa Invoice of Principal / Principal Invoice**, in duplicate clearly indicating whether prices quoted are inclusive of the agent commission, is not enclosed.
 - (r) Agency agreement of agent with Principal / OEM and link between Principal and OEM is not provided.
 - (s) The validity of agency agreement has expired.
 - (t) Offer without certification of OEM.
 - (u) If OEM and principal name, contact details (Ph No, Fax No, Email etc) and complete address is not mentioned.
 - (v) Offer with Prior sale condition.
 - (w) **Complete IT Document dully filled, signed and stamped on each page by authorized signatory of the firm not provided.**

19. PAYMENT Payment of **80%** may be allowed on dispatch of stores through Letter of Credit and remaining **20%** on issuance of Certificate Receipt Voucher (CRVs) by Consignee. **10%** Performance Bank Guarantee is to be submitted at the time of signing of contract.

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

21. WARRANTY / GUARANTEE OF STORE Warranty / guarantee for a period of **one year** be applicable for stores commencing from acceptance of store at consignee.

22. 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 connecting PIAC aircraft / PNSC ship where from the store will be shipped. The firm may like to ensure the availability of PIA flight or PNSC operation from the port of shipment before signing the contract.

(c) Where PNSC or PIAC do not operate, the supplier would ship the stores through Pakistan / Foreign flag Vessel / Airline on freight pre-paid basis with prior approval of procuring agency and claim it subsequently. Freight and Insurance charges should not exceed **7.36%** of FOB value of the stores.

23. FAX QUOTATION Fax / Email quotations will not be accepted except when specifically called for under emergency / urgency, however, Fax / Email quotation, if received will only be considered subject to condition that original Performa invoice for each quotation is received within 7 days of Tender Inquiry opening or as advised by procurement agency. In case original quotation is not received within specified time, the offer will be excluded from the competition without any notice to bidder.

24. LC CHARGES Payment will be made through irrevocable and non-transferable Letter of Credit. LC opening / advising confirmation and additional charges will be borne by the beneficiary / supplier as per prevailing Bank rates. LC charges within Pakistan will be borne by the purchaser. Charges outside Pakistan are to borne by the seller. Any additional charges incurred due to request of supplier will be borne by the supplier.

25. QUALITY INSPECTION Items supplied are liable to be inspected by the quality inspectors of to the respective factory of PAC before acceptance.

26. SUBMISSION OF CERTIFICATE The certificate as per attached Annexure "A" is to be submitted along with offer / quotation.

27. TENDER OPENING Technical offer i.e. without prices will be opened on the date and time mentioned at Annex "C" 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. Representative of Foreign Liaison Office will not be allowed to attend Tender Opening unless it is registered with Pakistan Aeronautical Complex Kamra. No unauthorized person will be allowed to attend the tender opening.

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

Note: - No Quote will be accepted without Bid Security which will be as per IT clause 28. However, Bid Security must be provided in shape of CDR/ Pay order / Demand draft only otherwise your quotation will be rejected.

Firm's stamp and case No. must be marked on back of bid security.

29. END USER CERTIFICATE (EUC) EUC if required at any stage may be mentioned in the quotation.

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

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

32. TREASURY CHALLAN Offer must be accompanied with a challan form of Rs 200/- (obtainable from State Bank of Pakistan / Government Treasury) and debit able to **Major Head C02501-20, Main Head 12, Sub Head 'A' Miscellaneous (Code Head 1/845/30)**. Only one offer can be made for same item on one Challan. Multiple offer / rates, if quoted will be rejected.

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

- (a) **Complete IT Document dully filled, signed and stamped on each page by authorized signatory of the firm.**
- (b) Proof of appearance on Active tax payer list of FBR.
- (c) Photo copies of valid registration and indexation of foreign principal with PAC / DGDP applicable to the store / equipment offered.

- (d) A copy of letter showing firm's financial capability. Bank statement for last 01 year and other details to ascertain financial capability of firm.
- (e) Copies of audited accounts of the company for the last two accounting years that are prepared in accordance with the International Accounting Standards (IAS).
- (f) Photo copies of General Index number (GID), National Tax number (NTN), Sales Tax registration certificate. Foreign firms are required to provide copy of the company's valid Tax Compliance certificate issued by Revenue Authority of the domiciled country, valid as at the tender closing date.
- (g) List and evidence of certification from recognized international bodies like ISO.
- (h) List of major clients and references (complete with names of contact persons, address and telephone numbers) of which the company has supplied similar items in the last 05 years. Number of years in the business or dealing in similar items may also be mentioned.
- (j) Firm / Supplier name, complete address, contact numbers, and email addresses.
- (k) Undertaking that their firm and their proprietors have not been in litigation / blacklisted by any Govt / Semi-Govt / Autonomous body.
- (l) Any other document if required during procurement proceedings according to Rule 17 of PPRA rules 2004.

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

- (m) In case of foreign supplier photocopy of resident card, passport or equivalent identification card of person signing the tender is to be provided along with 02 passport size photographs.
- (n) Local agents / firms have to submit the copy of CNIC and 02 passport size photographs of person signing tender.
- (p) Letter of authorisation from the OEM confirming that the bidder is authorized to deal with the item quoted.

34. FORCE MAJEURE (a). "Force Majeure" means any event, act/or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller notifies the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement, which is relied upon by the Seller for its failure to comply with its obligation. The Purchaser have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event. Non-availability of raw

material for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, not constitute "Force Majeure".

(b). The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to an event of Force Majeure such as acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), war (military actions, subversive activities or sabotages), riots, civil commotion, strike, lockouts, prohibitive measures of governments (prohibition of trade relations with certain countries as a result of UN sanctions etc.) directly affecting the parties and any event or circumstances on which the parties has no control

(c). Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the parties shall negotiate and coordinate appropriate measures needed to perform their respective obligations under the contract. If duration of such circumstances exceeds 6 (six) months and the parties fail to agree on further coordinated measures to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other party (Seller).

35. ARBITRATION All matters of dispute or difference, except regarding rejection of stores / Services by the inspector and or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, settlement of which is not specifically provided in this contract, 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 firm and final and un-challengeable in any court of law. The award shall be unspoken.

36. LITIGATION

(a). In case of any dispute, only court of jurisdiction at Attock has the jurisdiction to decide the matter. The laws of Pakistan shall govern this contract and any legal proceedings arising from it.

(b). All information exchanges during the dispute resolution / litigation, including documents statement an award, shall be treated as confidential and shall not be disclose to any third party / masses except as required by law of with the consent of purchaser.

37. 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.

38. TERMINATION OF CONTRACT:

(a). The purchaser shall be entitled to terminate this contract for default on the part of supplier. If the supplier becomes bankrupt, or have a receiving order made against him, or

compound with his creditors, or being a corporation commences to be wound up, not being a member's voluntary winding up for the purpose of reconstitution or amalgamation, or carries on its business under a receiver for the benefit of its creditors.

(b). In case the Purchaser elects to terminate this Contract, the Purchaser shall give notice in writing to the Supplier to make good the default. Should the Supplier fail to initiate proceedings in order to comply with the notice within 15 days from the date of serving of such notice, the Purchaser may forthwith terminate this contract by notice in writing to the Supplier without prejudice to any rights which may have occurred there under to either PARTY prior to such termination. Termination of the Contract shall be without prejudice to any right of arbitration under the contract hereafter.

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

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

(e). The supplier breaches the confidentiality of the contract or makes public the content of the contract contrary to the NDA/ NDC.

(f). A force majeure event is not resolved in the light of clause 19 (Force Majeure).

(g). Any other event as stated in the contract

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

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

(a) Cancel the contract, and/or.

(b) To purchase from elsewhere stores not delivered, at the risk and expense of the Supplier and without notice to him, or

(c) To recover liquidated damages when the Competent Purchase Officer is satisfied that the failure to supply the stores / services within the scheduled delivery period has been for reasons within the control of the Supplier, and/or if the Government has suffered loss for reasons of belated delivery. These liquidated damages, if imposed, will be recovered at the rate of up to 2% but not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores / service supplied late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores / services delivered late.

(d) The purchaser's decision under this clause shall NOT be subjected to arbitration.

41. 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.

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

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

(a) **Technical Clarification: Technical Clarification** Directorate of Logistics
MRF PAC Kamra Tel No 051-90990-4510 (Email: provmrf@pac.org.pk)

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

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

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

46. NON-DISCLOSURE AGREEMENT: The firm will provide Non-Disclosure Agreement as per annexure 'H' on stamp paper of Rs. 100/-

Yours sincerely,



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

CERTIFICATE

TENDER / CONTRACT No PACB/741/41993001/0926/P-1

It is certified that no person, firm, cooperation, subsidiary or entity in Pakistan or elsewhere shall directly receive any rebate, bonus commission, gift or favour in cash or kind other than commission allowed to M/s (FULL NAME TITLE OF THE COMPANY WITH ADDRESS) against contract No _____ dated _____ In case if it is discovered that contents of this certificate have been infringed / violated by the supplier the purchaser will have the right to cancel the contract and / or impose a penalty equal to 25% of the contract value.

AGENT-

Seal & Signature

PRINCIPAL

Seal & Signature

COUNTERSIGNATURE

Director Central Procurement

Seal & Signature

Annexure "B"

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 PACB – 002A .		
2.	Whether deviation from the demanded specification is attached with Form PACB – 002A .		
3.	Whether complete quotation has been submitted in duplicate.		
4.	Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately.		
5.	Whether Form PACB–002A & 002B duly filled in and signed by the Bidder have been returned in herewith.		
6.	Whether original invoice Performa from principal has been enclosed herewith.		
7.	Whether copy of valid registration / business authorization of firm have been enclosed herewith.		
8.	Whether tender fee challan amounting to Rs 200/- has been enclosed herewith.		
9.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
10.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
11.	Copy of NTN, sales tax certificate OR Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
12.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt / Autonomous body		
13.	Valid, original agency agreement has been attached with quotation.		
14.	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		
15.	Specimen of End User Certificate has been attached (If required)		
16.	Country of origin and port of shipment have been mentioned.		
17.	All requisite documents as per Para 33 of Invitation to tender have been attached.		
18.	10% PBG will be provided at the time of signing of contract		
19.	Warranty / Guarantee will be provided for required period		
20.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
21.	Incoterm is as per IT .i.e. FCA / FOB etc		
22.	Offer is without any condition		
23.	All terms and conditions mentioned in IT are acceptable		
24.	Complete IT Document dully filled, signed and stamped on each page by authorized signatory of the firm is provided.		

Dated: _____

(Signature of Bidder & Stamp)

Annexure “C”

SCHEDULE OF STORES

Tender Inquiry No: - **PACB/741/41993001/0926/P-1**

TENDER SUBMISSION TIME: -

Before 1030 Hrs on opening date

TIME & DATE OF OPENING

1100 Hrs on 09 January, 2025

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. However, if any change may be required in unit of issue the price must be converted as per IT’s unit of issue in separate column. Furthermore, conversion of unit of issue and unit price must be mentioned in commercial quote.) **Country of Origin (CoO) and Port of Shipment (PoS) is to mentioned separately against each line item.}**

**PROCUREMENT OF OXYGEN SPARES
(AS PER DETAILS APPENDED BELOW)**

S No	PART NO (Required)	NOUN (Required)	U/I	ERRC	MFG CODE	NHA PART NO	NHA NOUN	Qty
1	555241	VALVE MAIN	EA	XB3	F5341	447649	OXY REGULATOR	90
2	R00600X100A20B6	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	380
3	550131	GASKET	EA	XB3	F5341	447649	OXY REGULATOR	30
4	553061	GASKET	EA	XB3	F5341	447649	OXY REGULATOR	95
5	R00400X110A20B6	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	104
6	R00180X100A20B6	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	365
7	R00500X100A20B7	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	180
8	555100	DIAPHRAGM	EA	XB3	F5341	447649	OXY REGULATOR	30
9	R00180X150A20B6	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	416
10	R00890X190A20B7	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	23
11	R01000X100A20B6	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	190

S No	PART NO (Required)	NOUN (Required)	U/I	ERRC	MFG CODE	NHA PART NO	NHA NOUN	Qty
12	413293	LEVER CONTROL	EA	XB3	F5341	447649	OXY REGULATOR	26
13	555060	VALVE	EA	XB3	F5341	447649	OXY REGULATOR	22
14	903773	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	63
15	451447	PLATE UPPER	EA	XB3	F5341	447649	OXY REGULATOR	23
16	559043	STRAINER ELEMENT	EA	XB3	F5341	447649	OXY REGULATOR	22
17	903772	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	15
18	876-020-70	RING	EA	XB3	VF0349	447649	OXY REGULATOR	23
19	075030	COVER LOWER	EA	XB3	F5341	447649	OXY REGULATOR	33
20	413300	LEVER	EA	XB3	F5341	447649	OXY REGULATOR	10
21	083538	PLATE IDENTIFICATION	EA	XB3	F5341	447649	OXY REGULATOR	29
22	442029	SUPPORT	EA	XB3	F5341	447649	OXY REGULATOR	50
23	413389	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	9
24	R00800X100A20B6	PACKING	EA	XB3	F5341	447649	OXY REGULATOR	104
25	075028	COVER	EA	XB3	F5341	447650	CONNECTION BOX	40
26	R00570X190A20B7	PACKING	EA	XB3	F5341	447650	CONNECTION BOX	4
27	550146	GASKET	EA	XB3	F5341	447651	ANTI G VALVE	100
28	553041	PACKING	EA	XB3	F5341	447651	ANTI G VALVE	95
29	555099	VALVE CHECK	EA	XB3	F5341	447651	ANTI G VALVE	63
30	903035	PACKING	EA	XB3	F5341	447651	ANTI G VALVE	95
31	550139	GASKET	EA	XB3	F5341	447651	ANTI G VALVE	37
32	559016	FILTER	EA	XB3	F5341	447651	ANTI G VALVE	97
33	R01600X200A20B6	PACKING	EA	XB3	F5341	447651	ANTI G VALVE	33
34	555092	DIAPHRAGM	EA	XB3	F5341	447651	ANTI G VALVE	27
35	555004	VALVE	EA	XB3	F5341	447651	ANTI G VALVE	70
36	550136	GASKET	EA	XB3	F5341	447651	ANTI G VALVE	90
37	550140	GASKET	EA	XB3	F5341	447651	ANTI G VALVE	95
38	555030	DIAPHRAGM	EA	XB3	F5341	447651	ANTI G VALVE	13
39	R01400X178A20B6	PACKING	EA	XB3	F5341	447651	ANTI G VALVE	15
40	406970	VALVE	EA	XB3	F5341	447651	ANTI G VALVE	60
41	075035	COVER	EA	XB3	F5341	447651	ANTI G VALVE	58
42	075037	COVER	EA	XB3	F5341	447651	ANTI G VALVE	60
43	090158	SPRING	EA	XB3	F5341	447651	ANTI G VALVE	10
44	441190	VALVE	EA	XB3	F5341	447651	ANTI G VALVE	10

S No	PART NO (Required)	NOUN (Required)	U/I	ERRC	MFG CODE	NHA PART NO	NHA NOUN	Qty
45	555115	VALVE	EA	XB3	F5341	447651	ANTI G VALVE	23
46	413032	SUPPORT	EA	XB3	F5341	447651	ANTI G VALVE	20
47	555133	DIAPHRAGM	EA	XB3	F5341	447651	ANTI G VALVE	5
48	045021	RING	EA	XB3	F5341	447651	ANTI G VALVE	90
49	118-23EP	GASKET	EA	XB3	VF0458	448855	EMG OXY UNIT	82
I/L	118-23E	GASKET						
50	120-26EP	O-RING	EA	XB3	VF0458	448855	EMG OXY UNIT	120
I/L	120-26EP	O RING						
51	448780	TUBE HP EQUIPED	EA	XB3	F5341	448855	EMG OXY UNIT	5
52	R00340X190A41B8	O-RING	EA	XB3	F5341	448855	EMG OXY UNIT	230
53	R00600X100A41B8	O-RING	EA	XB3	F5341	448855	EMG OXY UNIT	77
54	418085	DIAPHRAGM	EA	XB3	F5341	448855	EMG OXY UNIT	66
55	495246	O-RING	EA	XB3	F5341	448855	EMG OXY UNIT	70
56	495108	BODY	EA	XB3	F5341	448855	EMG OXY UNIT	3
57	083543	PLATE IDENTIFICATION	EA	XB3	F5341	448855	EMG OXY UNIT	18
58	118-12EP	O-RING	EA	XB3	VF0458	448855	EMG OXY UNIT	120
59	553047	GASKET	EA	XB3	F5341	447653-1	JUNCTION PLATE	87
60	413382	PACKING	EA	XB3	F5341	447653-1	JUNCTION PLATE	72
61	553053	SLEEVE	EA	XB3	F5341	447653-1	JUNCTION PLATE	61
62	553055	SLEEVE ADOPTER	EA	XB3	F5341	447653-1	JUNCTION PLATE	53
63	553062	SLEEVE	EA	XB3	F5341	447653-1	JUNCTION PLATE	56
64	A80910-4	HOSE	EA	XB3	F5341	447653-1	JUNCTION PLATE	37
65	R02352X178A21B6	PACKING	EA	XB3	F5341	447653-1	JUNCTION PLATE	63
66	553046	SLEEVE DOUBLE	EA	XB3	F5341	447653-1	JUNCTION PLATE	75
67	450777	COVER	EA	XB3	F5341	447653-1	JUNCTION PLATE	5
68	576471	CARD ASSY	EA	XB3	F5341	447653-1	JUNCTION PLATE	4
69	083540	PLATE IDENTIFICATION	EA	XB3	F5341	447653-1	JUNCTION PLATE	20
70	083480	SLEEVE	EA	XB3	F5341	447653-1	JUNCTION PLATE	62
71	R00570X190A20B6	PACKING	EA	XB3	F5341	450801	MANI FOLD	39
I/L	R00570X190A21A6	PACKING						
72	R00720X190A20B6	PACKING	EA	XB3	F5341	450801	MANI FOLD	86
73	R00890X190A20B6	PACKING	EA	XB3	F5341	450801	MANI FOLD	75

INSPECTION CRITERIA FOR PROCUREMENT OF OXYGEN SPARES

- (a) 100% visual inspection of items will be carried out by QCIs except for those pre-packed items for which special instructions/warning labels "Not to be opened before use" is endorsed by OEM or if the unpacking of pre-packed items can deteriorate, the original condition of the item regarding preservation & packing required during storage.
- (b) Product will be acceptable only with OEM standardized packing and labeled / endorsed Part Number, Batch / LOT No, MFG / EXP Dates. No local / Supplier Sticker is acceptable.
- (c) Warranty / Guarantee Certificate of all items will be checked.
- (d) Seals and life items are to be verified / checked for remaining life as per defined criteria with at least 75% remaining life. Seals will be checked for fitment and operational check as per laid down procedure / criteria.
- (e) MSDS will be checked and OEM certificate annotating qty, Lot No, MFG and Expiry dates for conformance and verification traceability is mandatory.
- (f) Traceability for OEM Certificate / Material Test Report from a reputed Laboratory (Internationally certified) must be provided.
- (g) Mechanical items will be checked for internal / external threads where applicable to minimize acceptance of rough / damaged threads.
- (h) Dimensional inspection will be carried out in accordance with TOs on parts where deemed necessary.
- (j) Material testing / Hardness test of items will be carried out if required.
- (k) Physical inspection of all types of relays and cables will be carried out.
- (l) In case of life items, remaining life of item must be at least 75% upon receipt at MRF.

Special Requirement / Notes:-

1. Payment as per PAC Board procedure.
2. Store be despatched by Air. However, depending upon the nature, the items be despatched by Sea with prior permission from DCP PAC Board.
3. Packing should be proper to with –stand shock during transit by Air/Sea.
4. Individual packing of item be marked with manufacture date and expiry date where applicable.
5. In case of lifed items, remaining life should be 75% on receipt at MRF.
6. OEM conformance certificate.
7. Warranty / Guarantee as per DPL-15.
8. A sticker showing storage requirement with special attention to specific environment control given (if required) be pasted by the supplier on the stores being supplied at MRF.

9. Store on receipt will be accepted after inspection by MRF Quality Control Department.
10. Manufacturing code be added in the schedule of the contract.
11. Store must be latest production series.
12. The firm has to offer full Qty, in case multiple firms offering less Qty than required, 2nd & 3rd lowest has to brought their Commercial quote at par with 1st lowest.
13. The award of contract would be finalized, keeping in view the past performance of the firm.
14. Bidding firms are to produce their business detail with Safran Aero System in last 03 years.
15. In case any item is offered in MOQ then the parameter to ascertain the lowest price for subject item will be the unit price i.e Price/MOQ qty. In this way, price of single unit will be available to compare the offer with other offers. In case per unit price of MOQ offered qty is less then MOQ qty will be accepted subject to user's acceptance that extra qty will be consumed in later years.

For Factory New Stores:

- (i) Factory New stores from OEM will be given preference, in case Factory New stores are not offered, only then Stock New stores or alternate sources will be considered.
- (ii) Factory new stores from latest batch of production will be accepted at the time of technical vetting and on receipt of store.
- (iii) EDD each line item should be max 06 months

For Stock New Stores:

- i) EDD each line item should be maximum 03 months
- ii) Date of manufacturing against each item must be clearly mentioned in technical offer by the firm and during Technical Scrutiny latest date of manufacturing will be given preference.

Consignee will be as under: -

Islamabad International Airport Islamabad
Managing Director
Mirage Rebuild Factory
Pakistan Aeronautical Complex Board Kamra
Distt: Attock (Pakistan)
C/O (in case of Sea)
SLO P-721 Dett PAF Faisal Karachi Pakistan

Annexure "D"

Form PACB-002A

PAKISTAN AERONAUTICAL COMPLEX, KAMRA

SCHEDULE TO TENDER

1. TENDER INQUIRY NO: PACB/741/41993001/0926/P-1
2. Time and Date of opening Tender at 1100 Hrs. on **09 January, 2025**.
No further extension in opening date will be granted except extreme circumstances

(1)	(2)	(3)	(4)	(5)	(6)
Item No	Part No. Description of stores with specifications	Unit of issue	Qty	Unit price	Total price

Grand Total _____

Signature of Bidder
(Capacity in which signing)

Annexure "E"

Form PACB - 002B

UNDER TAKING
(Fill in and Return)

To,

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

Dear Sir,

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

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

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

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 06 Months after opening of LC	
2.	Quotation Validity (must be valid till 30-06-2025 from the date of opening the tender)	
3.	Country of Origin	
4.	Port of Shipment	
5.	Terms of Payment (As per Para 19 of IT)	
6.	Confirmation to provide 10% Bank Guarantee	
7.	Warranty / Guarantee period offered by Firm (As per Para 21 of IT)	
8.	Beneficiary Details (Completed address along with contact No)	
9.	Complete Bank address and Account Details for Payment / Letter of Credit	
10.	Previous Experience (Nature of Business and No of Years in Business)	
11.	Registration Status With PAC	
12.	Signing Authority (Name, Designation, Contact Details)	
13.	Address of local firm along with contact No, email etc	
14.	Manufacturer and Brand Name (If applicable)	
15.	Complete IT Document dully filed, signed and stamped on each page by authorized signatory of the firm	

GENERAL CONDITIONS FOR BG

- (a) To ensure timely and correct supply of stores, the firm will furnish an unconditional Bank Guarantee at the time of the signing of the contract from a schedule Bank for an amount of _____ i.e. 10% of the total value of the contract (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of CMA (ISO) RAWALPINDI who is the Account Officer specified in the contract. The CMA (ISO) RAWALPINDI concerned shall have the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchase officer himself.
- (b) The Bank Guarantees will be of following types with validity and amount has mentioned in each type
- (i) **Bank Guarantee against contract performance** It will be between 10% of total value of contract excluding taxes/duties and freight/handling charges etc. It shall remain in force till 60 days beyond the Delivery Period stipulated in the contract.
 - (ii) **Bank Guarantee against Warranty Period** It will be for amount of 10% of contract value excluding taxes/duties and freight /handling charges, etc. Duration of BG against Warranty Clause is variable. Normally under DP-15, it is for one year for the general type of equipment/ spares. For consumable goods, the warrantee period should also expire after 6 months or when the goods are fully consumed whichever is earlier or as per terms of contract.
- (c) If the supply of store is on warranty, the supplier shall be bound to extend the validity of Bank guarantee for such further reasonable period if so required by the purchase officer to cover the warranty period.
- (d) If the supplier fails to provide the Bank guarantee within 30 days after signing a contract, such failure shall constitute a breach of contract and the Director purchase shall be entitled to make other arrangements at the risk and expense of the supplier if no other BG / Bid Security of the same supplier for an equal amount is held up for final release, with the purchaser against any other completed contract(s). In the event of unsatisfactory performance or of any breach of terms of the contract, Bank guarantee shall be forfeited to the Govt. at the discretion of the purchaser. On satisfactory performance of the contract, the Bank Guarantee will be returned to the supplier by CMA (ISO) Rawalpindi on receipt of instruction from the purchaser i.e. Directorates of Procurements etc.
- (e) In case of FOR tenders/contract it is imperative that BGs are obtained from firms/suppliers/agents through scheduled Banks of State Bank of Pakistan so as to safeguard the interest of the state.
- (f) In case of FOB tenders/contracts, Bank Guarantee is to be obtained preferably from LC opening Bank of Pakistan and through supplier, LC opening Bank abroad. In case firm does not agree to the aforesaid condition, then BG should at least, be obtained from supplier's country Bank located in Pakistan or any enlisted scheduled Bank of Pakistan in favour of LC opening Bank in Pakistan or any scheduled Bank of Pakistan, and the same will be a Bank-to-Bank Guarantee in favour of CMA (ISO) Rawalpindi.

NON-DISCLOSURE AGREEMENT

Supplier information | Disclosing Party

Supplier Address:

Tel:

Fax: Email:

User Information | Receiving Party

Pakistan Aeronautical Complex, Kamra

Tel: +92-051-9099-2534

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

Definitions

1. In this Agreement: -

(a) **"Agreement"** shall mean this Non-Disclosure Agreement, including the Recitals.

(b) **"Applicable Law"** shall mean all laws, regulations regulatory requirements, directives, orders, and codes of practice of any relevant jurisdiction applicable to this Agreement as amended and in force from time to time.

(c) **"Commencement Date"** shall mean the date on which this Agreement is signed by both the Parties or as per already signed contract if any.

(d) **"Confidential Information"** shall mean any sensitive information (regardless of form or format, and including, but not limited to, design, processes, drawings, specifications, data, trade, secrets, software, know,-how) in the care, custody or control of a Party which is disclosed to or observed by the other Party which is either regarded by the Disclosing Party as confidential and which is notified to the Receiving Party or is disclosed to or observed by the Receiving Party in circumstances in which the Receiving Party ought reasonably to be aware that the Disclosing Party regards the information as confidential, and, in any case,

when disclosed orally or visually, is identified as confidential at the time of disclosure and is promptly (within thirty (30) days at the latest) confirmed and designated in writing as Confidential Information of the Disclosing Party with all

protection and restriction as to use and disclosure applying during such thirty (30) days period and includes but is not limited to: -

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

Obligations and Restrictions on Disclosure

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

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

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

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

Intelligence CRDC (SD) Confidential Information (e.g., the theft of a computer or computer incident).

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

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

Duration

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

Return of Confidential Information

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

Assignment

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

Equitable Relief

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

Rights on Confidential Information

10. It is expressly understood and agreed by the Parties that;
- (a) Any Confidential Information exchanged under this Agreement shall remain the property of the Disclosing Party; and
 - (b) The disclosing and provision of Confidential Information under this Agreement by either Party to the other Party shall not be constructed as granting to the Receiving Party any rights, whether express or implied, by license or otherwise, on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secrets; and
 - (c) All the intellectual property rights pertaining to Confidential Information and data disclosed under this Agreements shall, subject to any right of any other owner, be and remain the property of the Disclosing Party; and
 - (d) The Receiving Party shall under no circumstances obtain any right on the Disclosing Party's patents, trademark or know-how by reason of this Agreements or by disclosure of Confidential Information hereunder.

Governing Law and Jurisdiction

11. It is agreed by the Parties that;
- (a) This Agreement shall be governed by and construed in accordance with the laws of Pakistan, without recourse to its conflict of law provisions.
 - (b) These parties hereby agree to enter into good-faith negotiations to resolve any dispute arising from and/or in connection with this Agreement. These parties agree to attempt resolution of any claim or dispute before the Parties' respective senior management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, such claim or dispute shall be submitted to the Parties' respective executive management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, the Parties hereby agree that said dispute shall be finally settled by the exclusive jurisdiction of the Courts of Pakistan.

Relationship

12. It is agreed by the Parties that;
- (a) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligation of the Parties shall be limited to those expressly set forth herein.
 - (b) Nothing in this Agreement shall grant to any Party the understanding and/or the right to make any commitment of any kind, whatsoever, for or on behalf of each Party, without the written consent of the other Party.
 - (c) This Agreement is not intended to create any obligation on the Parties to enter into any future agreements(s).

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

Waiver

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

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

Pakistan Aeronautical Complex, Kamra

Supplier:

Address:

Dated: -

Dated: -

Directorate of Central Procurement

Dated: -

Declaration of Ultimate Beneficial Owner Information for Public Procurement Contracts.

1. Name _____
2. Fathers Name/ Spouse Name _____
3. CNIC/ NICOP/ Passport No _____
4. Nationality _____
5. Residential Address _____
6. E mail Address _____
7. Date on which shareholding control or _____
interest acquired in the business

8. In case of indirect shareholding, control or interest being exercised through intermediary, entries or other legal persons 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 persons/ Single Member Company/ Partnership Firm/ Trust/ Any other 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 control the legal person or arrangement

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

1	2	3	4	5	6	7	8
Name and Surname (in block capital)	CNIC No. (in case of foreigner, passport No)	Father's / Husband name in full	Current Nationality	Any other nationality	occupation	Residential address in full or the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscribe (in figures and words)

10. Any other information incidental to or relevant to beneficial owner (s).