



Government of Pakistan Ministry  
of Narcotics Control  
**Headquarters Anti Narcotics Force Rawalpindi**

**REQUEST FOR BID**  
**FOR OVERHAUL OF 2 x MI-171E HELICOPTERS**

Date: **31 May 2024**

1. ANF invites sealed bids for the overhauling of 2 x MI-171E Helicopters **Serial Number 171E00586073404U & 171E00586073405U** from local reputed / financially sound companies/firms who are registered with the Sales Tax and Income Tax Department and are in FBR active tax payers list, holding valid representation of OEM and OED Certified MRO / Overhaul facilities.
2. Single stage two envelop bidding procedure of principle method of procurement i.e. open competitive bidding shall be used by adopting least cost based technique (LCBC) in accordance with Public Procurement Rules 2004, Regulations, guidelines or instructions issued by Public Procurement Regularity Authority (PPRA).
3. Bidders may inspect or obtain any clarification regarding MI-171E Helicopters from Procuring Agency, on as and when required basis before submission of bids in accordance with Public Procurement Rules 2004.
4. All bids must be accompanied by a bid security in the form of pay order/bank draft/CDR equal to the amount mentioned in RFB documents.
5. Request for bid (RFB) documents are available at PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk), and ANF website at [www.anf.gov.pk](http://www.anf.gov.pk), and can be obtained from the office of the undersigned during office hours before closing date free of cost.
6. All the interested eligible contractors are required to submit signed and sealed bid complete in all respect in accordance with the terms and conditions of the RFB documents on or before **Monday, 24 June 2024 at 1400 Hours PST** through registered mail / courier service or can be submitted by hand in the office of the undersigned.
7. The Technical bids will be opened in the said office on **Monday, 24 June 2024 at 1430 Hours PST** in the presence of bidders or their authorized agents / representatives who may choose to attend. Only, the successfully qualified bidders will be informed separately about financial bid opening date.
8. Procuring Agency (ANF) reserves the right to accept or reject any / all bids any time by assigning due reason, in accordance with PPRA Rules 2004.

Contact for Details:

Deputy Director (Aviation),  
Headquarters Anti Narcotics Force  
Wavel Lines Chaklala, Opposite Nur Khan Airbase  
(Old Benazir Bhutto International Airport),  
Rawalpindi  
Phone: 051-9286007, Fax: 051-9270165

Deputy Director (Aviation)  
For Director General ANF  
(Hussain Ahmad)

**REQUEST FOR BIDS (RFB)**

**Overhauling of Helicopters (MI-171E)  
(Single Stage Two Envelop Procedure)**

**(National Competitive Bidding)**



**Anti Narcotics Force  
Pakistan**

May, 2024

**PREFACE**

Public Procurement in Pakistan is carried out in accordance with the provisions laid down in Public Procurement Regulatory Framework consisting of Public Procurement Ordinance-2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides, and Guidelines.

The RFB document consists of general as well as specific provisions to be applicable for the Overhauling of 2 x MI-171E Helicopters. The specific provisions supplement the general provisions.

**RFB DOCUMENTS FOR OVERHAULING OF 2 x MI-171E HELICOPTERS****PART-A – BIDDING PROCEDURE & REQUIREMENTS****Section I - Invitation to Bids****Section II- Instructions to Bidders (ITB)**

This Section provides information to help Contractors prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section contains provisions that are to be used without modifications.

**Section III- Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Contractors (ITB).

**Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

**Section V - Evaluation Criteria**

This Section includes the details of specifications for the overhauling of 2 x MI-171E Helicopters and the schedule of requirements.

**Section VI - Standard Forms**

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Contractor as part of its Bid.

**PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS****Section VII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

**Section VIII -Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

**Section IX - Contract Forms**

This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Guarantee will be submitted by the successful Contractor to whom Letter of Acceptance is issued, before the award of contract.

**Integrity Pact**

The successful Contractor shall be required to furnish Integrity Pact as per the attached format.

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**SECTION I: INVITATION TO BIDS**

**ANTINARCOTICS FORCE PAKISTAN**  
**DISCLAIMER**  
**FOR OVERHAULING OF 2 x MI-171E HELICOPTERS**

1. This request for bid (RFB) documents has been prepared by the Headquarters Anti Narcotics Force, Pakistan (“the Procuring Agency”). This request constitutes no commitment on the part of the Procuring Agency (ANF) to enter into any arrangements with any person/entity in respect of this proposed procurement or otherwise. The Procuring Agency (ANF) reserves the right to withdraw from or cancel this procurement bidding process or any part thereof, or to vary any of its terms at any time, without incurring any financial obligation in connection therewith. The information contained in these documents or as may be subsequently provided to Contractor(s) (whether verbally or in documentary or any other form) by or on behalf of the Procuring Agency, on the terms and conditions set out in these RFB documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.

2. These RFB documents do not constitute an agreement; its sole purpose is to provide interested Contractor(s) with information that may be useful to them in preparing their bids pursuant to these RFB documents. These RFB documents include statements which reflect various assumptions, studies and assessments carried out by the Procuring Agency (ANF) in relation to the overhauling of 2 x MI-171E Helicopters. Such assumptions, assessments and statements do not purport to contain all the information that each Contractor may require. These RFB documents may not be appropriate for all persons, and it is not possible for the Procuring Agency (ANF) to consider the objectives and particular needs of each party which reads or uses these RFB documents. The assumptions, assessments, statements and information contained in these RFB documents may not be complete, accurate, and adequate or correct for the purposes of any or all Contractor(s). Each Contractor should, therefore, conduct its own investigations and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in these RFB documents and seek independent professional advice on any or all aspects of these RFB documents, as deemed appropriate.

3. All information submitted in response to the RFB documents becomes the property of the Procuring Agency, which does not accept any responsibility for maintaining the confidentiality of the material including any trade secrets or proprietary data submitted.

4. The Procuring Agency (ANF) shall not be responsible for non-receipt of any correspondence sent by post / courier / email / fax. No decision should be based solely on the basis of the information provided by these RFB documents. The Procuring Agency (ANF) has no liability for any statements, opinions or information provided in these RFB documents.



5. While submitting a bid in response to these RFB documents, each Contractor certifies that it understands, accepts and agrees to the disclaimers set forth above. Nothing contained in any provision of these RFB documents or any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.

6. Bidders may inspect or obtain any clarification regarding MI-171E Helicopters from Procuring Agency, on as and when required basis before submission of bids by the focal person contact and address as mentioned in advertisement / Request for Bid documents.

**ANTI NARCOTICS FORCE**  
**Bid No. 1/2024/ANF/Avn**  
**REQUEST FOR BIDS**  
**For**  
**OVERHAULING OF 2 x MI-171E HELICOPTERS**  
**REQUEST FOR BID**

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(Old Benazir Bhutto International Airport), Rawalpindi  
Phone: 051-9286007, Fax: 051-9270165

Deputy Director (Aviation)  
For Director General ANF  
(Hussain Ahmad)

**SECTION II: INSTRUCTION TO BIDDERS (ITB)**

### A. Introduction

- |    |                             |     |   |
|----|-----------------------------|-----|---|
| 1. | <b>Scope of Bid</b>         | 1.1 | Anti Narcotics Force Pakistan invites Bid for the Overhauling of 2 x MI-171E Helicopters specified in the BDS and in Evaluation Criteria, Technical Specifications & Schedule of Requirements. The name, identification, and number of items/deliverables are provided in the BDS. Single Stage Two Envelop procedure of the open competitive method shall be used. The successful Contractors will be expected to provide the services within the specified period and timeline(s) as stated in the BDS.   |
| 2. | <b>Source of Funds</b>      | 2.1 | Government of Pakistan (Through Anti Narcotics Force (ANF) / Accountant General Pakistan Revenue).  |
| 3. | <b>Eligible Contractors</b> | 3.1 | A Contractor may be a proprietor/company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract. |
|    |                             | 3.2 | The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency according to Pakistani Laws.  |
|    |                             | 3.3 | A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.  |
|    |                             | 3.4 | Any Bid submitted by the joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated collectively, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency (ANF) and in line with any instructions issued by the Authority.  |

- 3.5 The invitation for bid is open to all prospective Contractors subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
- 3.6 Foreign Contractors or its Representative must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the Contractor must have to initiate the registration process before the Bid submission and the necessary evidence shall be submitted to the Procuring Agency (ANF) along with their Bid, however, the final award will be subject to the complete registration process.
- 3.7 A Contractor shall not have a conflict of interest. All Contractors found to have a conflict of interest shall be disqualified. A Contractor may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:  
are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency (ANF) to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Bid.  
have controlling shareholders in common; or  
receive or have received any direct or indirect subsidy from any of them; or  
have the same legal representative for purposes of this Bid; or  
have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Contractor, or influence the decisions of the Procuring Agency (ANF) regarding this Bidding process; or  
Submit more than one Bid in this Bidding process.
- 3.8 A Contractor may be ineligible if -  
(a) he is declared bankrupt or, in the case of company or firm, insolvent;

- (b) payments in favor of the Contractor is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
  - (c) legal proceedings are instituted against such Contractor involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) the Contractor is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) the Contractor is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
  - (f) The Contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- 3.9 Contractor shall provide to the Procuring Agency (ANF) evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively as defined in eligibility compliance Form.
- 3.10 Contractor shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency (ANF) shall reasonably request.
- 3.11 Contractor shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
- 3.12 Following is also highlighted:-
- a. This Invitation to bid is open to all eligible bidders and bidders pre-qualified for such a service by Procuring Agency.
  - b. The Procuring Agency's employees, Members of

Committee for Tender opening and Proposal/ Contract Evaluation and their relative (spouse and children) are not eligible to participate in the bid. Bidders shall provide the **qualification information statement / certificate** that the bidder (including all members, of a joint venture and sub Contractors) is not associated, or have not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency (ANF) to provide consulting services for the preparation of documents to be used for the procurement of the services under this invitation for bids.

- c. The bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- d. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction that the bidder has the financial and technical capability necessary to perform the contract.
- e. The bidder's previous performance with ANF to meet contractual obligation will also be considered by Committee for Tender opening and Bid / Contract Evaluation. The bidders failed to honor their previous contractual obligations on one pretext or the other will not be considered eligible for this bid. **Certificate to this effect will be rendered & will be part of bid documents** of all previous contracts made with ANF by the bidder.
- f. Overhauling facility profile with valid certifications and Authorization letter / Certificate from MI-171E Helicopters overhaul approved facility on the name of firm authorizing to represent plant for overhaul of the 2 x MI-171E Helicopters in the bid.
- g. The overhauling facility must be Original Equipment Designer (OED) certified to undertake MI-171E Helicopters overhaul job. Specimen of certificate is attached.
- h. Company/firm profile, indicating such projects / Aviation

business undertaken in the past mentioning the clients in Pakistan only.

- i. The Contractor will not sublet the overhaul project or any part of it. Any violation in this regard will lead to legal action & confiscating the bank guarantee of the Contractor.

- |    |                               |     |   |
|----|-------------------------------|-----|---|
| 4. | <b>One Bid per Contractor</b> | 4.1 | A Contractor shall submit only one Bid, in the same bidding process, either individually as a Contractor or as a member in a joint venture or any similar arrangement.  |
|    |                               | 4.2 | No Contractor can be a sub-Contractor while submitting a bid individually or as a member of a joint venture in the same Bidding process.  |
|    |                               | 4.3 | A person or a firm cannot be a sub-Contractor with more than one Contractor in the same bidding process.  |
| 5. | <b>Cost of Bidding</b>        | 5.1 | The Contractor shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency (ANF) shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |



## **B. Request for Bid (RFB) Documents**

6. **Contents of Request for Bid Document**
- 6.1 The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFB Documents. In addition to the Invitation for Bid, the RFB documents which should be read in conjunction with any addenda issued in accordance with ITB 8.1 include:
- Section I -Invitation to Bids
  - Section II Instructions to Bidders (ITB)
  - Section III Bid Data Sheet (BDS)
  - Section IV Eligible Countries
  - Section V Evaluation Criteria, Technical Specifications, Schedule of Requirements Technical Specifications & Schedule of Requirements.
  - Section VI Bid Forms
  - Section VII General Conditions of Contract (GCC)
  - Section VIII Special Conditions of Contract (SCC)
  - Section IX Contract Forms
- 6.2 The number of copies to be completed and returned with the Bid is specified in the BDS.
- 6.3 The Procuring Agency (ANF) is not responsible for the completeness of the RFB documents and their addenda, if they were not obtained directly from the Procuring Agency (ANF) or the signed pdf version downloaded from the website of the Procuring Agency. However, Procuring Agency (ANF) shall place both the pdf and same editable version to facilitate the Contractor for filling the forms.
- 6.4 The Contractor is expected to examine all instructions, forms, terms and specifications in the RFB documents. Failure to furnish all the information required in the RFB documents will be at the Contractor's risk and may result in the rejection of his Bid.
7. **Clarification of RFB documents**
- 7.1 A prospective Contractor requiring any clarification of the RFB documents may notify the Procuring Agency (ANF) in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the BDS.

- 7.2 The Procuring Agency (ANF) will within three (3) working days after receiving the request for clarification, respond in writing or in the electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 22.1.
- 7.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Contractors through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the RFB document from the website of PA, the response of all such queries will also be available on the same link available at the website.
- 7.4 Should the Procuring Agency (ANF) deem it necessary to amend the RFB document as a result of a clarification, it shall do so following the procedure under ITB 8.
- 7.5 If indicated in the BDS, the Contractor's designated representative is invited at the Contractor's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective Contractors may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFB document.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Contractors, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Contractors who have obtained the RFB documents. Any modification to the RFB documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency (ANF) exclusively through the use of an Addendum pursuant to ITB 8. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Contractor.

- 8. Amendment of RFB documents**
- 8.1 Before the deadline for submission of Bids, the Procuring Agency (ANF) for any reason, whether at its own initiative or in response to a clarification requested by a prospective Contractor or pre-bid meeting may modify the RFB documents by issuing addenda.
- 8.2 Any addendum issued including the notice of any extension of the deadline shall be part of the RFB documents pursuant to ITB 6.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the Contractors who have obtained the RFB documents from the Procuring Agency. The Procuring Agency (ANF) shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:  
Provided that the Contractor who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
- 8.3 To give prospective Contractors reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency (ANF) may, at its discretion, extend the deadline for the submission of Bids:  
Provided that the Procuring Agency (ANF) shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

### C. Preparation of Bids

9. **Language of Bid** 9.1 The Bid prepared by the Contractor, as well as all correspondence and documents relating to the Bid exchanged by the Contractor and the Procuring Agency (ANF) shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Contractor may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the BDS, in which case, for purposes of interpretation of the Contractor, the translation shall govern.
10. **Documents Constituting the Bid** 10.1 The Bid prepared by the Contractor shall constitute the following components: -
- (a) Form of Bid and Bid Prices completed in accordance with ITB 13 and 14;
  - (b) Details of the Sample(s) where applicable and requested in the BDS.
  - (c) Documentary evidence established in accordance with ITB 11 that services to be provided by the Contractor are eligible services, and conform to the RFB documents;
  - (d) Documentary evidence established in accordance with ITB 12 that the Contractor is eligible and/or qualified for the subject bidding process;
  - (e) Documentary evidence established in accordance with ITB 12.3(b) that the Contractor has been authorized to provide the services in Pakistan;
  - (f) Bid security or Bid Securing Declaration furnished in accordance with ITB 17;
  - (g) Duly Notarized Power of Attorney authorizing the signatory of the Contractor to submit the Bid; and
  - (h) Any other document required in the BDS.
11. **Documents Establishing Eligibility of the Services and** 11.1 To establish the conformity of the Non-Consulting Services to the RFB document, the Contractor shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards.
- 11.2 Standards for the provision of the Non-Consulting Services are

**Conformity  
to RFB  
documents**

intended to be descriptive only and not restrictive. The Contractor may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified the Section VII, Employer's Requirements.

11.3 The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

**12. Documents  
Establishing  
Eligibility  
and  
Qualification  
of the  
Contractor**

12.1 Pursuant to ITB 10, the Contractor shall furnish, as part of its Bid, all those documents establishing the Contractor's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.

12.2 The documentary evidence of the Contractor's eligibility to Bid shall establish to the satisfaction of the Procuring Agency (ANF) that the Contractor, at the time of submission of its Bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".

12.3 The documentary evidence of the Contractor's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency (ANF) that:

- (a) The Contractor has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.
- (b) in the case of a Contractor not doing business within Pakistan, the Contractor is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- (c) that the Contractor meets the qualification criteria listed

in the Bid Data Sheet.

13. **Form of Bid** 13.1 The Contractor shall fill the Form of Bid furnished in the RFB documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
14. **Bid Prices** 14.1 The Bid Prices and discounts quoted by the Contractor in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 14 or exclusively mentioned hereafter in the RFB documents.
- 14.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.
- 14.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Contractor(s) shall be construed to be the price of those missing item(s):  
Provided that:
- (a) where there is only one (substantially) responsive Contractor, or
  - (b) where there is provision for alternate Bids and the respective items are not listed in the other Bids,
- the Procuring Agency (ANF) may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
- 14.4 The Bid price to be quoted in the Form of Bid in accordance with ITB 13.1 shall be the total price (**Not to Exceed Basis**) of the Bid, excluding any discounts offered.
- 14.5 The Contractor shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price (**Not to Exceed Basis**) of the services it proposes to provide under the contract.
- 14.6 Prices quoted by the Contractor shall be fixed during the

Contractor's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.

14.7 If so indicated in the Invitation to Bids and Instructions to Contractors, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Contractors wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.

15. **Bid Currencies**

15.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

15.2 For the purposes of comparison of Bids quoted in different currencies, the price shall be converted into a single currency specified in the RFB documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) Bids specified in the RFB documents, as notified by the State Bank of Pakistan on that day.

15.3 Contractors shall indicate details of their expected foreign currency requirements in the Bid.

16. **Proposal/Bid Validity Period**

16.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Proposal/Bid valid for a shorter period shall be rejected by the Procuring Agency (ANF) as non-responsive. The period of Proposal/Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of Bid Security or Bid Securing Declaration as the case may be.

16.2 Under exceptional circumstances, prior to the expiration of the initial Proposal/Bid validity period, the Procuring Agency (ANF) may request the Contractors' consent to an extension of the period of validity of their Proposal/Bid only once, for the period not more than the period of initial Proposal/bid validity. The request and the Contractors responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 17 shall

also be suitably extended. A Contractor may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Contractor agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Proposal/Bid Security or Proposal/Bid Securing Declaration for the period of the extension, and in compliance with ITB 17 in all respects.

16.3 If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Proposal/Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.

17. **Proposal/Bid Security or Proposal/Bid Securing Declaration**
- 17.1 Pursuant to ITB 10, unless otherwise specified in the BDS, the Contractor shall furnish as part of its Bid, a Proposal/Bid Security in form of a fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring Agency (ANF) and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms).
- 17.2 The Proposal/Bid Security or Proposal/Bid Securing Declaration is required to protect the Procuring Agency (ANF) against the risk of Contractor's conduct which would warrant the security's forfeiture, pursuant to ITB 17.9.
- 17.3 The Proposal/Bid Security shall be denominated in the local currency, and it shall be a Pay Order / Bank Draft / CDR) in the name of the Procuring Agency (ANF) and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Proposal/Bid Validity is extended. In either case, the form must include the complete name of the Contractor.
- 17.4 The Proposal/Bid Security or Proposal/Bid Securing Declaration shall be in accordance with the Form of the Proposal/Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency (ANF) prior to the Bid submission.



- 17.5 The Proposal/Bid Security shall be payable promptly upon written demand by the Procuring Agency (ANF) in case any of the conditions listed in ITB 17.9 are invoked.
- 17.6 Any Bid not accompanied by a Proposal/Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring Agency (ANF) as non-responsive, pursuant to ITB 28.
- 17.7 Unsuccessful Contractors' Proposal/Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency (ANF) pursuant to ITB 16. The Procuring Agency (ANF) shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
- (a) the expiry of the Proposal/Bid Security;
  - (b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
  - (c) the rejection by the Procuring Agency (ANF) of all Bids;
  - (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid documents stipulate that no such withdrawal is permitted.
- 17.8 The successful Contractor's Bid Security will be discharged upon the Contractor signing the contract pursuant to ITB 41, or furnishing the Performance Guarantee, pursuant to ITB 42.
- 17.9 The Proposal/Bid Security may be forfeited or the Bid Securing Declaration executed:
- a. if a Contractor:
    - (1) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Contractor on the Form of Bid except as provided for in ITB 16.2; or
    - (2) does not accept the correction of errors pursuant to ITB 30.3; or

- b. in the case of a successful Contractor, if the Contractor fails:
- (1) to sign the contract in accordance with ITB 41; or
  - (2) to furnish Performance Guarantee in accordance with ITB 42.
- 17.10 The bid security shall be valid for a period specified in BDS. Bids with shorter Proposal/Bid security validity period shall be rejected straight away.
18. **Alternative Bids by Contractors** 18.1 Contractors shall submit offers that comply with the requirements of the RFB documents, including the basic Contractor's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail.
19. **Withdrawal, Substitution, and Modification of Bids** 19.1 Before bid submission deadline, any Contractor may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
- 19.2 Bids requested to be withdrawn in accordance with ITB 19.1 shall be returned unopened to the Contractors.
20. **Format and Signing of Bid** 20.1 The Contractor shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:
- 20.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Contractor or a person or persons duly authorized to sign on behalf of the Contractor. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the

Contractor.

#### **D. Submission of Bids**

- 21. Sealing and Marking of Bids**
- 21.1 The Bid shall comprise one single envelope containing separately, Technical Bid and Financial Bid, in an outer single envelope called the Bid. Each Contractor shall submit its bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
- 21.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring Agency (ANF) at the address provided in the Bid Data;
  - (b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the Bid Data pursuant to **ITB 25.1**.
  - (c) In addition to the identification required in Sub- Clause **21.2** hereof, the inner envelope shall indicate the name and address of the Contractor to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause ITB.23
- 21.3 If all envelopes are not sealed and marked as required by **ITB 21.2** and **ITB 21.2** or incorrectly marked, the Procuring Agency (ANF) will assume no responsibility for the misplacement or premature opening of Bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids shall be received by the Procuring Agency (ANF) no later than the date and time specified in the **BDS**.
- 22.2 The Procuring Agency (ANF) may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the RFB documents in accordance with **ITB8**, in which case all rights and obligations of the Procuring Agency (ANF) and Contractors previously subject to the deadline will

thereafter be subject to the new deadline.

- 23. Late Bids**
- 23.1 The Procuring Agency (ANF) shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 22**.
- 23.2 Any Bid received by the Procuring Agency (ANF) after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Contractor.
- 24. Withdrawal of Bids**
- 24.1 A Contractor may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency (ANF) prior to the deadline for submission of Bids.
- 24.2 Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in **ITB 21**.

#### **E. Opening and Evaluation of Bids**

- 25. Opening of Bids**
- 25.1 The Procuring Agency (ANF) will open all Bids, in public, in the presence of Contractors' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Contractors' representatives present shall sign a register as proof of their attendance.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Contractor. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Contractor unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "MODIFICATION" shall be

opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bid, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

- 25.5 The Procuring Agency (ANF) will open the Technical Bids and Financial Bids in public at the address, date and time specified in the **BDS** in the presence of Contractors` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings.
- 25.6 The envelopes holding the Bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Contractor; (b) whether there is a modification or substitution; (c) the presence of a bid Security, if required; and (d) Any other details as the Procuring Agency (ANF) may consider appropriate.
- 25.7 Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Contractor which is not read out at Bid opening shall not be considered further.
- 25.8 Contractors are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Contractor`s representative shall indemnify the Procuring Agency (ANF) against any claim or failure to read out the correct information contained in the Contractor`s Bid.
- 25.9 No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Contractor, pursuant to **ITB 23**.
- 25.10 The Procuring Agency (ANF) shall prepare minutes of the Bid

opening. The record of the Bid opening shall include, as a minimum: the name of the Contractor and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.

25.11 The Contractors' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Contractor's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Contractors.

25.12 A copy of the minutes of the Bid opening shall be furnished to individual Contractors upon request.

25.13 After the evaluation and approval of technical bid the procuring agency, shall at a time within the Proposal/bid validity period, publicly open the financial Bids of the technically accepted Bids only. The financial bid of Bids found technically non-responsive shall be returned un-opened to the respective Contractors subject to redress of the grievances from all tiers of grievances.

## **26. Confidentiality**

26.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Contractors or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

26.2 Any effort by a Contractor to influence the Procuring Agency (ANF) processing of Bids or award decisions may result in the rejection of its Bid.

## **27. Clarification of Bids**

27.1 To assist in the examination, evaluation and comparison of Bids of the Contractors, the Procuring Agency (ANF) may, ask any Contractor for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Contractor that is not in response to a request by the Procuring Agency (ANF) shall not be considered.

27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Bid

shall be sought, offered, or permitted.

27.3 The alteration or modification in the BID which in any way affect the following parameters will be considered as a change in the substance of a Bid:-

- (a) evaluation & qualification criteria;
- (b) required scope of work or specifications;
- (c) all securities requirements;
- (d) tax requirements;
- (e) terms and conditions of RFB documents.
- (f) change in the ranking of the Contractor.

27.4 From the time of Bid opening to the time of Contract award if any Contractor wishes to contact the Procuring Agency (ANF) on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

**28. Preliminary  
Examination  
of Bids**

28.1 Prior to the detailed evaluation of Bids, the Procuring Agency (ANF) will determine whether each Bid:

- (a) meets the eligibility criteria defined in **ITB 3**;
- (b) has been prepared as per the format and contents defined by the Procuring Agency (ANF) in the RFB documents;
- (c) has been properly signed;
- (d) is accompanied by the required securities; and
- (e) is substantially responsive to the requirements of the RFB documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the RFB documents, without material deviation or reservation. A material deviation or reservation is one that: -

- (a) affects in any substantial way the scope, quality, or performance of the Services;
- (b) limits in any substantial way, inconsistent with the RFB documents, the Procuring Agency's rights or the Contractors obligations under the Contract; or
- (c) if rectified, would affect unfairly the competitive position of other Contractors presenting substantially responsive Bids.

- 28.3 The Procuring Agency (ANF) will confirm that the documents and information specified under **ITB 10, 11 and 12** have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Contractors, the Bid shall be rejected.
- 28.4 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency (ANF) and may not subsequently be evaluated for complete technical responsiveness.
- 29. Examination of Terms and Conditions; Technical Evaluation**
- 29.1 The Procuring Agency (ANF) shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Contractor without any material deviation or reservation.
- 29.2 The Procuring Agency (ANF) shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V – Schedule of Requirements, Technical Specifications** of the RFB documents have been met without material deviation or reservation.
- 29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency (ANF) determines that the Bid is not substantially responsive in accordance with **ITB 28**, it shall reject the Bid.
- 30. Correction of Errors**
- 30.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
- (a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency (ANF) there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - (c) where there is a discrepancy between the amounts in figures



and in words, the amount in words will govern.

(d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2 The amount stated in the Bid will, be adjusted by the Procuring Agency (ANF) in accordance with the above procedure for the correction of errors and, with the concurrence of the Contractor, shall be considered as binding upon the Contractor. If the Contractor does not accept the corrected amount, its Bid will then be rejected, and the Proposal/Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.9.**

31. **Conversion to Single Currency**
- 31.1 To facilitate evaluation and comparison, the Procuring Agency (ANF) will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of Bids quoted in different currencies, the price shall be converted into a single currency specified in the RFB documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) Bids specified in the RFB documents, as notified by the State Bank of Pakistan on that day.
- 31.2 The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS.**
32. **Evaluation of Bids**
- 32.1 The Procuring Agency (ANF) shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 28.**
- 32.2 In evaluating the Technical Bid of each Bid, the Procuring Agency (ANF) shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
33. **Domestic Preference**
- 33.1 Not Applicable in case of Services.
34. **Determination**
- 34.1 Least Cost Based Technique (LCBC) will be adopted for

**of Most  
Advantageous  
Bid**

**35. Abnormally  
Low Financial  
Bid**

determining the most advantageous bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

35.1 Where the Bid price is considered to be abnormally low, the Procuring Agency (ANF) shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:-

- (a) The Procuring Agency (ANF) may reject a Bid if the Procuring Agency (ANF) has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Contractor to perform that contract;
- (b) Before rejecting an abnormally low Bid the Procuring Agency (ANF) shall request the Contractor an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
- (c) The decision of the Procuring Agency (ANF) to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Contractor concerned;
- (d) The Procuring Agency (ANF) shall not incur any liability solely by rejecting abnormally Bid; and
- (e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.
- (f) In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:
  - (1) Comparing the bid price with the cost estimate; Comparing the bid price with the Bids offered by other Contractors submitting substantially responsive Bids; and

(2) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

- 35.2 The Procuring Agency (ANF) will determine to its satisfaction whether the Contractor that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 12.3.
- 35.3 The determination will take into account the Contractor's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Contractor's qualifications submitted by the Contractor, as well as such other information as the Procuring Agency (ANF) deems necessary and appropriate. Factors not included in these RFB documents shall not be used in the evaluation of the Contractors' qualifications.
- 35.4 Procuring Agency (ANF) may seek "Certificate for Independent Price Determination" from the Contractor and the results of reference checks may be used in determining an award of contract.  
Explanation: The Certificate shall be furnished by the Contractor. The Contractor shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
- 35.5 An affirmative determination will be a prerequisite for award of the contract to the Contractor. A negative determination will result in rejection of the Contractor's Bid, in which event the Procuring Agency (ANF) will proceed to the next ranked Contractor to make a similar determination of that Contractor's capabilities to perform satisfactorily.

#### **F. Award of Contract**

36. **Criteria of Award** 36.1 Subject to ITB 37, the Procuring Agency (ANF) will award the Contract to the Contractor whose Bid has been determined to be substantially responsive to the RFB documents and who has

been declared as Most Advantageous Contractor, provided that such Contractor has been determined to be:

- (a) eligible in accordance with the provisions of ITB 3;
- (b) is determined to be qualified to perform the Contract satisfactorily; and
- (c) Successful negotiations have been concluded, if any.

37. **Negotiations** 37.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:

- (a) A minor alteration to the technical details of the statement of requirements;
- (b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bid documents;
- (c) A minor amendment to the special conditions of Contract;
- (d) Finalizing payment arrangements;
- (e) delivery arrangements;
- (f) The methodology for provision of related services; or
- (g) Clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2 Where negotiation fails to result in an agreement, the Procuring Agency (ANF) may invite the next ranked Contractor for negotiations. Where negotiations are commenced with the next ranked Contractor, the Procuring Agency (ANF) shall not reopen earlier negotiations.

38. **Procuring Agency's Right to reject All Bids** 38.1 Notwithstanding **ITB 36**, the Procuring Agency (ANF) reserves the right to reject all the Bids and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Contractor or Contractors in accordance with PPRA Rules, 2004

38.2 Notice of the rejection of all Bids shall be given promptly to all Contractors that have submitted Bids.

38.3 The Procuring Agency (ANF) shall upon request communicate to any Contractor the grounds for its rejection of its Bids, but is not required to justify those grounds.

39. **Procuring Agency's Right to Vary Quantities at the Time of Award** 39.1 The Procuring Agency (ANF) reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFB documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and RFB documents.
40. **Notification of Award** 40.1 Prior to the award of contract, the Procuring Agency (ANF) shall issue a Final Evaluation Report giving justification for acceptance or rejection of the Bids.
- 40.2 Where no complaints have been lodged, the Contractor whose Bid has been accepted will be notified of the award by the Procuring Agency (ANF) prior to expiration of the Proposal/Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency (ANF) will pay the successful Contractor in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
- 40.3 The notification of award will constitute the formation of the Contract, subject to the Contractor furnishing the Performance Guarantee in accordance with **ITB 42** and signing of the contract in accordance with **ITB 41.2**.
- 40.4 Upon the successful Contractor's furnishing of the Performance Guarantee pursuant to **ITB 42**, the Procuring Agency (ANF) will promptly notify each unsuccessful Contractor, the name of the successful Contractor and the Contract amount and will discharge the Proposal/Bid Security or Proposal/Bid Securing Declaration of the Contractors pursuant to **ITB 17.7**.
41. **Signing of Contract** 41.1 Promptly after notification of award, Procuring Agency (ANF) shall send the successful Contractor the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
- 41.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Contractor and the Procuring Agency (ANF) shall sign the contract.

42. **Performance Guarantee** 42.1 After the receipt of the Letter of Acceptance, the successful Contractor, within the specified time, shall deliver to the Procuring Agency (ANF) a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 42.2 If the Performance Guarantee is provided by the successful Contractor and it shall be in the form specified in the **BDS**.
- 42.3 Failure of the successful Contractor to comply with the requirement of **ITB 42.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Security, in which event the Procuring Agency (ANF) may make the award to the next ranked Contractor or call for new Bids.
43. **Advance Payment** 43.1 The Procuring Agency (ANF) will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Form.
44. **Arbitrator** 44.1 The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
45. **Corrupt & Fraudulent Practices** 45.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Contractors/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### G. Grievance Redressal & Complaint Review Mechanism

46. **Constitution of Grievance Redressal committee** 46.1 Procuring Agency (ANF) shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
47. **GRC Procedure** 47.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFB documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
- 47.2 Any Contractor feeling aggrieved by any act of the Procuring Agency (ANF) after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of **Technical Evaluation report** and **Final Evaluation report**.
- 47.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 47.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:  
Provided that the complainant may raise the objection on any part of the final evaluation report in case where Single Stage Two Envelop bidding procedure is adopted.
- 47.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
- 47.6 Any Contractor or the Procuring Agency (ANF) not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
- 47.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 47.8 The committee shall call the record from the concerned Procuring Agency (ANF) or the GRC as the case may be, and the same

shall be provided within prescribed time.

- 47.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 47.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

#### **H. Mechanism of Blacklisting**

48. **Mechanism of Blacklisting**
- 48.1 The Procuring Agency (ANF) shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, Contractor or Contractor who either:
- (a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
  - (b) Fails to perform his contractual obligations; and
  - (c) Fails to abide by the bid securing declaration;
- 48.2 The show cause notice shall contain: (a) precise allegation, against the Contractor or Contractor; (b) the maximum period for which the Procuring Agency (ANF) proposes to debar the Contractor or Contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency (ANF) to make a request to the Authority for debarring the Contractor or Contractor from participating in public procurements of all the procuring agencies.
- 48.3 The Procuring Agency (ANF) shall give minimum of seven days to the Contractor or Contractor for submission of written reply of the show cause notice
- 48.4 In case, the Contractor or Contractor fails to submit written reply within the requisite time, the Procuring Agency (ANF) may issue notice for personal hearing to the Contractor or Contractor/ authorize representative of the Contractor or Contractor and the Procuring Agency (ANF) shall decide the matter on the basis of available record and personal hearing, if availed.



- 48.5 In case the Contractor or Contractor submits written reply of the show cause notice, the Procuring Agency (ANF) may decide to file the matter or direct issuance of a notice to the Contractor or Contractor for personal hearing.
- 48.6 The Procuring Agency (ANF) shall give minimum of seven days to the Contractor or Contractor for appearance before the specified officer of the Procuring Agency (ANF) for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Contractor or Contractor, if availed.
- 48.7 The Procuring Agency (ANF) shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 48.8 The Procuring Agency (ANF) shall communicate to the Contractor or Contractor the order of debaring the Contractor or Contractor from participating in any public procurement with a statement that the Contractor or Contractor may, within thirty days, prefer a representation against the order before the Authority.
- 48.9 Such blacklisting or barring action shall be communicated by the Procuring Agency (ANF) to the Authority and respective Contractor or Contractors in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 48.10 The Contractor may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) and Regulations for "procedure of filling and disposal of review petition under Rule 19(3), 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition

- 48.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 48.12 The Authority on the basis of decision made by the committee either may debar a Contractor or Contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the Contractor from the allegations. The decision of the Authority shall be final.

**SECTION III: BID DATA SHEET (BDS)**

**BID DATA SHEET (BDS)**

The following specific data for the Overhauling of 2 x MI-171E Helicopters shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to bidders</b>
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**A. Introduction**

<b>1.</b>	<b>1.1</b>	Name of Procuring Agency: Headquarters Anti-Narcotics Force Chaklala Cantt Rawalpindi.
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Subject: Overhauling of 2 x MI-171E Helicopters:-

a. Tail No 154 & Serial No **171E00586073404U**

b. Tail No 155 & Serial No **171E00586073405U**

Period for Provision of Services: **240 days**

Expected commencement date: 1<sup>st</sup> September 2024

<b>2.</b>	<b>2.1</b>	Financial year for the operations of the Procuring Agency: FY 2024-2025
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Name of Project: Overhauling of 2 x MI-171E Helicopters:-

a. Tail No 154 & Serial No **171E00586073404U**

b. Tail No 155 & Serial No **171E00586073405U**

Name and identification number of the Contract: Overhauling of 2 x MI-171E Helicopters (Tail No 154 & 155)

Identification Number: **01/ANF/AVN/2024**

**B. RFB Documents**

<b>3.</b>	<b>6.2</b>	The number of documents to be completed and returned is one original and three (03) certified copies of the original.
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<b>4.</b>	<b>7.1</b>	Bidders may inspect or obtain any clarification regarding MI-171E Helicopters from Procuring Agency, on as and when required basis before Pre-bid meeting / submission of bids.
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5. The address for clarification of RFB documents is:  
**Headquarters Anti Narcotics Force, Wavel Lines Chaklala, Opposite Noor Khan Air Base (Old Benazir Bhutto International Airport), Rawalpindi**
- 7.5 Pre-bid meeting will be held on 07 June (Friday) 2024 at 10:00 am at (Headquarters Anti Narcotics Force, Wavel Lines Chaklala, Opposite Noor Khan Air Base (Old Benazir Bhutto International Airport), Rawalpindi)

### C. Preparation of Bids

6. 9.1 The Language of all correspondences and documents related to the Bid shall be **English**
7. 14.6 The price shall be fixed and not to exceed basis.
8. 15.1 Currency of the Bid shall be **Pakistani Rupees**;
9. 16.1 The Proposal/Bid Validity period shall be **240 days** commencing from date of opening of the financial bid.
10. 17.1 The amount of Bid Security shall be amounting of PKR 20 Million (in the form of Pay Order/Bank Draft / CDR). The currency of the Bid Security shall be Pakistani Rupees.
11. 17.3 The Bid Security shall be in the form of Bank Draft/Pay order/CDR.
12. 17.10 The bid security shall be valid for twenty-eight (28) days beyond the expiry of the Bid validity period i.e.  $240+28 = 268$  days
13. 18.1 Alternative Bids to the requirements of the RFB documents will not be permitted.
14. 20.1 The number of copies of the Bid to be completed and shall be returned **three (03)**.
15. **Following shall be kept in view while preparing & submitting the Financial Bid:-**
- a. The quotes must be non-conditional & inclusive of all taxes / duties / levies / insurances / fees / packing / repacking / cargo handling / transportation from Qasim Army Aviation Base Rawalpindi, Pakistan to overhauling plant and back (inside & outside Pakistan), Import & Export of Helicopters and any other related expenses/taxes within & outside Pakistan. Any cost / tax assessed later by the Contractor or overhauling plant due to any reason (whether faulty / fake / damaged & life expired part /

- aggregates) shall be borne by the Contractor / Overhauling plant.
- b. The expenses for stage inspection team (SIT) / Visiting Technical Inspection Team as mentioned in terms of reference, will be undertaken by Contractor.
  - c. All aggregates sent for overhaul to different plants shall be run / tested in presence of Procuring Agency (ANF) representative / member Stage Inspection Team (SIT) / Visiting Technical Inspection Team. The Contractor / Plant shall arrange the boarding, lodging of Procuring Agency (ANF) representative / SIT member / Visiting Technical Inspection Team at testing facility for the entire duration of subject testing.
  - d. Price quoted for overhaul should include charges for disassembly, cleaning, inspection, overhaul, assembly and testing charges etc including cargo charges, charges for labour and material required.
  - e. Packing, labeling and preservation of the helicopters will be the responsibility of the Contractor to and from the overhaul facilities as per standard OEM practices.

#### **D. Submission of Bids**

16.      21.2 (a)      The bid shall be submitted to the following address:  
**Headquarters Anti Narcotics Force, Wavel Lines Chaklala,  
Opposite Noor Khan Air Base (Old Benazir Bhutto International  
Airport), Rawalpindi.**
17.      21.2 (b)      Title of the subject Procurement/work: **Overhauling of 2 x MI-171E  
Helicopters (Tail No 154 & 155)**
18.      22.1            The deadline for Bid submission is;  
*(a)* Day :      **Monday**  
*(b)* Date:      **24 June 2024**  
*(c)* Time:      **1400 hours**

#### **E. Opening and Evaluation of Bids**

19.      25.1            The Technical Bid opening shall take place at:  
Address: **Headquarters Anti Narcotics Force, Wavel Lines  
Chaklala, Opposite Noor Khan Air Base (Old Benazir Bhutto  
International Airport), Rawalpindi**

(a) Day : **Monday**

(b) Date: **24 June 2024**

(c) Time: **1430 hours**

20. 33.1 Domestic preference not applicable.
21. 34 **Least Cost Based Technique (LCBC)**
22. 17 Technical Bids shall accompany '**Bid Security**' (**Refundable**) amounting PKR 20 Million (in the form of Pay Order / Bank Draft / CDR) in the name of Procuring Agency. Bids without 'Bid Security' will be considered non-responsive & shall not be entertained

#### **F. Award of Contract**

23. 42.1 The Performance guarantee shall be equivalent to 10% of the Contract Price which will be provided by the contractor within 10 days after signing of contract.
24. 42.2 The Performance Guarantee shall be acceptable in the form of Pay Order / Bank Draft) only.
25. 43.1 The Advance Payment shall be made according to Schedule of Requirements.
26. 44.1 Arbitrator shall be appointed by mutual consent of the both parties.

#### **G. Review of Procurement Decisions**

27. 46.1 The address of the Procuring Agency: **Headquarters Anti Narcotics Force, Wavel Lines Chaklala, Opposite Noor Khan Air Base (Old Benazir Bhutto International Airport), Rawalpindi**  
Grievance Redressal Committee  
**Headquarters Anti Narcotics Force**
28. 47.6 The Address of PPRA Grievance Redressal Appellate Committee to submit a **copy** of grievance:  
Grievance Redressal Appellate Committee,  
Public Procurement Regulatory Authority  
1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan  
Tel: +92-51-9202254

**H. Documents to be attached with technical bids**

29. Overhauling facility profile with valid certifications and Authorization letter / Certificate from MI-171E Helicopters overhaul approved facility on the name of firm authorizing to represent plant for overhaul of the 2 x MI-171E Helicopters in the bid. The overhauling facility must be OEM / OEM Certified / Original Equipment Designer (OED) Certified to undertake MI-171E Helicopters overhaul job. Specimen of certificate is attached in forms section.
30. 2 x MI-171E Helicopters overhaul offer as per Scope of Work Section of this bid documents (each page duly stamped & signed) from MI-171E Helicopters overhaul approved facility or his authorized representative who has been authorized by overhauling facility to quote. The offers provided by the Contractors should be from renowned plants. Signed / stamped copies of Tender & Bid Document shall also be attached.
31. Bid shall accompany all necessary documents like copies of valid / latest Income tax certificate and sales tax certificate (if any) issued in favour of company / firm clearly mentioning the category of business along with supporting documents.
32. Company/**firm profile**, indicating such projects / Aviation business undertaken in the past mentioning the clients in Pakistan only.
33. An Affidavit stating therein the Contractor has its office set up (address) in Pakistan, is free from any embargo neither bankrupted nor blacklisted anywhere in the world and have no overdue/pending contractual obligation with any organization. Firm if in litigation with any previous client or Government / semi government organization shall provide the details of said litigation.
34. Technical bid shall be non-conditional & as per bid documents. The Contractor whose Technical Bid is conditional or deviates or does not conform to the 'Bid Document' will be treated as Non Responsive and shall not be allowed to further participate in Financial Bid opening. Such a Firm's financial bid will be returned without opening.



#### **SECTION IV. ELIGIBLE COUNTRIES**

All the Contractors are allowed to participate in the subject procurement without regard to nationality, except Contractors of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

**SECTION V: EVALUATION CRITERIA**

**Evaluation Criteria**

A Bid determined as not substantially responsive will be rejected. Contractors need to fulfill all the Eligibility/Minimum- Qualification Criteria in accordance with the relevant provisions of Evaluation Criteria in addition to substantive compliance.

**MANDATORY EVALUATION CRITERIA OF BIDDERS FOR OVERHAULING OF  
MI-171E HELICOPTERS - HQ ANF RAWALPINDI**

Document	Description	Yes /No
<b><u>MANDATORY CRITERIA</u></b>		
<b>OEM Authorization</b>	Overhauling facility profile with valid certifications and Authorization letter / Certificate from MI-171E Helicopters overhaul approved facility on the name of firm authorizing to represent OEM/plant for overhaul of the 2 x MI-171E Helicopters in the bid. The overhauling facility must be <b>OEM / OEM Certified / Original Equipment Designer (OED) Certified</b> to undertake MI-171E Helicopters overhaul job. Specimen of certificate is attached in forms section.	
	Overhauling facility must have requisite certification from the concerned Government / Civil Aviation Regulating Agency for Overhaul of MI-171E Helicopters.	
Technical Competence	<p><b><u>Overhaul Plant.</u></b> OEM / OED Certified Overhauling plant should have undertaken minimum 20 overhauls per year for last 10 years.</p> <p><b><u>Contractor.</u></b> Must hold valid authorization certificate by OEM / OED Certified overhaul plant for Pakistan, for MI-171E Helicopters. Contractor shall have at least 5-years of experience of overhauling of Helicopters, and shall have delivered the overhauling services of at least 3 x helicopters.</p>	
Financial Position	<p><b><u>Overhaul Plant.</u></b> The overhauling facility shall have an average annual turnover of at least \$30 Million for the last 3 x financial year i.e FY 2021-22, 2022-23 &amp; 2023-24.</p> <p><b><u>Contractor.</u></b> The Contractor shall have an average annual turnover of at least 100 million PKR for the last 3 financial years i.e FY 2021-22, FY 2022-23 &amp; FY 2023-24. The average turnover must refer to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.</p>	

Legal Position	The Bidder Shall have valid Registration certificate of FBR for GST, NTN and active tax payer in FBR.	
	The Bidder shall not be involved in corrupt or fraudulent practices or debarred from participating in public procurement. An Affidavit to this affect on a judicial stamp paper of Rs 100 to be attached with the bid.	
	An Affidavit (on Judicial Stamp Paper of Rs 100) stating therein that the Contractor has its office set up (address) in Pakistan, is free from any embargo neither bankrupted nor blacklisted anywhere in the world and have no overdue/ pending contractual obligation with any organization. Firm if in lit igation with any previous client or Government / semi government organization shall provide the details of said litigation.	
Bid Security	Bid Security amounting to PKR 20 million (in the form of Pay Order/Bank Draft / CDR) to be attached with the Technical bid. Bid security of successful bidder will be kept by the Procuring Agency (ANF) upto period mentioned in BDS.	

**SCOPE OF WORK / TORs**

**SCOPE OF WORK / TORs****SCOPE OF WORK FOR OVERHAUL MI-171E HELICOPTERS****SERIAL NUMBERS:****Tail No 154 (Ser No 171E00586073404U) and Tail No 155 (Ser No 171E00586073405U)**

#	Scope of Work	Compliance
1.	<p><b>Acceptance, Inspections by the contracted organization:-</b></p> <p>a. Peruse Helicopters, Engines, MGB, APU and other aggregates log books and certificates to acquaint with all Overhaul, Maintenance/Repair &amp; Calibration work and replacements that have to be carried out in the Helicopters and the Service bulletins that need to be complied.</p> <p>b. Carry-out a physical inspection of the Helicopters, engines with FCU, APU, MGB, TGB, IGB, Instrument &amp; Avionics system, KO-50 Heater and all other related systems and components to confirm observations or damages, missing parts and Calendar &amp; service life of Helicopters &amp; its aggregates.</p> <p>c. Assess any additional work, inspection, Clearance / NOC that needs to be accomplished as per current effective OEM Service Bulletins on Airframe &amp; Helicopters aggregates i.e. Engines, MGB, APU, IGB, TGB, TDS, before submitting the finalized bids.</p> <p>d. The prices (not to exceed basis) of all work mentioned in Scope of Work will be quoted separately and a total sum of all work may be mentioned at the end of financial bid.</p>	Overhaul Plant / Contractor
2.	Disassembly of the both helicopters under supervision of technical team of Overhauling Plant & Contractor. Preservation & Packing of aggregates (Engines, MGB, APU, Gear Boxes, TDS, Hydraulic Block, & Electrical, Radios and Navigational & Instruments of Helicopter etc) in containers / boxes for dispatch to Overhauling Plant - Abroad.	Overhaul Plant / Contractor
3.	The contractor will be responsible for safe transportation of 2 x MI-171E helicopters from Qasim Army Aviation Base Rawalpindi, Pakistan to overhaul facility. All related expenditures mentioned in Para 15 of Bid Data Sheet (BDS) will be incurred by the contractor. This include all taxes/ duties/ levies/ insurances / fees/packing/ repacking/ cargo handling/ transportation (inside & outside Pakistan), Import & Export of Helicopters and any other related expenses/taxes within & outside Pakistan	
4.	Overhaul of Helicopters airframe associated airframe components / aggregates in accordance with MI-171E manufacturer's requirements / Service Bulletins / criteria.	Overhaul Plant / Contractor
5.	Overhaul of hydraulic systems, pumps, actuators, flow control components, Pneumatic system as necessary in accordance with Helicopter's manufacturer's criteria / manual.	Overhaul Plant / Contractor

#	Scope of Work	Compliance
6.	Overhaul of Hydraulic Boosters, vibration dampers as necessary in Accordance with component manufacturer's criteria/manual.	Overhaul Plant / Contractor
7.	Complete overhaul / repair/ replacement of Main engines with FCU, APU, MGB, IGB, TGB, TDS, MRH, TRH, DPD & transmission system components, Cooling Fan & Fan Drive Shaft, Oil Coolers and all other related systems components at the Original Equipment Designer (OED) approved certified facility in accordance with component manufacturer's criteria / SBs / manual.	Overhaul Plant / Contractor
8.	Installation of following Components/aggregates as brand new:- a. Part No: 8AT-2710-00 Main Rotor Blade set. b. Part No: 246-3925-000 Tail Rotor Blade set on overhauled TRH. c. Part No: ПР-15,875-2300-1-67 Chain (TRH). d. Part No: 8DO.447.005 & 8DO.447.021 Flouroplastic Hyd Hose. e. Part No: 20HKБH-25-Y32X Nickel Cadmium storage batteries. f. Model 1A Main Tyre size 865x280 g. Model 14A Nose Tyre size 595x185	Overhaul Plant / Contractor
9.	Overhaul / repair / replace / modify / inspect / Calibrate following currently installed equipment / systems in accordance with the equipment manufacturer's criteria / manual requirements. Endorsement of task performed shall be made in the corresponding documents / passports / logbook in English language: a. All Avionics systems, all Radio Sets, Auto Pilot System & Transponder. b. Navigation Equipment, VOR, ILS & any other installed c. All instruments systems and equipment including Gyros, ASI, ADI, RMI etc. d. All electrical systems and equipment including Generators, Invertors etc. e. All fire extinguishing system and equipment & refilling of Bottles & replacement of squibs.	Overhaul Plant / Contractor
10.	Inspection / repair and servicing of all upgraded avionics systems and Equipment as necessary.	Overhaul Plant / Contractor
11.	Testing of overhauled Main engines, APU, MGB, IGB, TGB, TDS & MRH, TRH, transmission system components and all other components at the OEM approved overhaul facilities <b>under the presence of Procuring Agency (ANF) representative</b> . Contractor/ Plant shall arrange the boarding, lodging of Procuring Agency (ANF) representative at testing Facility for the duration of subject testing.	Overhaul Plant / Contractor
12.	De-paint complete Helicopters and paint in accordance with the	Overhaul



#	Scope of Work	Compliance
	paint scheme provided by the Procuring Agency (ANF) in the Contract.	Plant / Contractor
13.	Installation and adjustment of overhauled engines, APU, MGB, TGB, IGB, TDS & transmission system components, and all other components on the Helicopters in the presence of Procuring Agency's Inspection team.	Overhaul Plant / Contractor
14.	<b>Test flight and Preliminary Acceptance</b> of the Helicopters by Pilots of Procuring Agency (ANF) at the plant. After the flight the FDR & CVR prints of flight will be given to the Stage Inspection Team ex ANF.	Overhaul Plant / Contractor
15.	The contractor will be responsible for safe transportation of 2 x MI-171E helicopters from overhaul facility back to Pakistan (Qasim Army Aviation Base Rawalpindi). All related expenditures mentioned in Para 15 of Bid Data Sheet (BDS) will be incurred by the contractor. This include all taxes/ duties/ levies/ insurances / fees/packing/ repacking/ cargo handling/ transportation (inside & outside Pakistan), Import & Export of Helicopters and any other related expenses/taxes within & outside Pakistan.	
16.	Warranty & Guarantee of Helicopters and equipment is 300 Flight Hours & One year whichever is earlier. The Overhauling Plant will make available a warranty team of specialists for the warranty period.	Overhaul Plant / Contractor
17.	Supply of following brand new equipment / components with warranty & guarantee of 500 hours of operation:- a. Portable Hydraulic unit/Rig Part No: ПКИС-9977-00 ( <b>Quantity-1</b> ) for application on Mi-171E Helicopters. b. Fixture with template to check compressor 1 <sup>st</sup> stage weariness Part No: Y6360-2455 ( <b>Quantity-1</b> ) (Reference Engine Manual Book-1 Section 072.30.00 Page 214 & Task Card No:202) c. Strain Gauge/ Tensiometer ИН-11 ( <b>Quantity-1</b> ) (with additional Calibration Chart for cable, 4mm dia, Reference Airframe Maintenance Manual Section 065.40.00 Page 214 & Task Card No 065.40.00f) d. Engine Tool Kit ( <b>Quantity-1</b> ) TB3-117BM Part No:7818.0020 e. Filter Test Device ( <b>Quantity-1</b> ) Part No ПкФ f. Filter Monitor for Hyd Filter ( <b>Quantity-1</b> ) Part No 600 / 015 g. Indicator Support with-in ( <b>Quantity-1</b> ) Part No 6015/0044Б-0-10 dGOST577-68 h. Instrument For Adjustment ( <b>Quantity-1</b> ) Part No ИАд-1&2 8AT-9973-00	Overhaul Plant / Contractor

#	Scope of Work	Compliance
	i. Pin Remover ( <b>Quantity-1</b> ) Part No Y6351-9040 j. Gauge ( <b>Quantity-1</b> ) Part No Y6063-2786-02 k. Feeler Gauge ( <b>Quantity-1</b> ) Part No Y6018-0761-03 l. Special Tool ( <b>Quantity-1</b> ) Part No 8AMT-9104-00 m. Pitot Static Tester( <b>Quantity-1</b> )Part No KПy-3 n. Portable GPU ( <b>Quantity-1</b> )	
18.	Any other repair/replacement/overhaul work deemed necessary at repair plant.	
<b>Note:</b> Engine, Main Gear Box and APU will be overhauled at OEM approved repair station / MRO, prior information of which be provided.		

**TERMS OF REFERENCE**

**TERMS OF REFERENCE**

Para	Terms of Reference
1.	<p>The bidder shall ensure following Terms &amp; conditions:-</p> <ol style="list-style-type: none"> <li>a. Overhaul of 2 x MI-171E Helicopters &amp; all its aggregates (Engines, MGB, APU, IGB, TGB, TDS &amp; other aggregates) shall be performed from OEM or OEM approved /Original Equipment Designer (OED) certified facilities. Name of the facilities shall separately be mentioned according to the aggregates mentioned above in Technical quote.</li> <li>b. 2 x MI-171E Helicopters Airframe &amp; all its aggregates (Engines, MGB, APU, IGB, TGB, TDS &amp; others) shall be overhauled in accordance with the requisite Original Equipment Manufacturer (OEM) technical instructions / Service Bulletins (applicable). Any mandatory modification due shall be carried out in accordance with latest service bulletins. The overhaul facility will provide English copies of all Service Bulletins applicable to 2 x MI-171E helicopters till date the helicopters are accepted by the Headquarters Anti Narcotics Force after overhaul. The quality of overhaul shall correspond to the standards and the technical conditions existing at the overhauling plant and shall be confirmed by the Quality Certificate issued by overhauling facility. The outline scope of work to be performed is attached above.</li> <li>c. The participating firms will abide by / meet all <b>regulatory requirements of Pakistan Civil Aviation Authority (PCAA)</b> for the subject requirement, including clearances / NOC of the overhaul facility, if required any. Delay in overhaul due to any such requirement will be counted against the Contractor.</li> <li>d. 2 x MI-171E Helicopters and its aggregates / components will be <b>assigned Time between overhauls (TBOs)</b> (Calendar&amp; service) according to the latest Service Bulletins applicable i.e. Minimum <b>TBO</b> applicable would be <b>2000 Hours / 8 Yrs.</b> The corresponding notes to this effect in <b>English language</b> shall be made in the logbooks, passports / certificates and where ever applicable.</li> <li>e. During overhaul of the 2 x MI-171E Helicopters aggregates / sub-assemblies will not be exchanged with any other unit / aggregates / sub-assemblies but will be overhauled as part of the original. If such a need arises replaced assemblies / sub-assemblies will be compatible in calendar &amp; service life of the aggregate. The parts / aggregates so replaced will be at the cost of Contractor.</li> <li>f. The aggregates / components which have completed the service / calendar life or will be completing life within next 2000 hours &amp; <b>having no further provision for overhaul as per OEM criteria shall be replaced with new aggregates /</b></li> </ol>

- components at the cost of Contractor.
- g. The aggregates / components / parts found defective or unserviceable after disassembly of Helicopters or any of its aggregates **shall be replaced with new** at the cost of the Contractor.
- h. The bidder shall overhaul as per Technical Quote not exceeding **240 days**. Reduction in the overhaul time without compromising on standard/quality of overhaul will be considered an added advantage in the favour of firm. However, the overhaul time shall **not exceed 240 days** in any case. The Contractor must include performance schedule of the overhaul to determine the exact duration of the overhaul from date of signing the contract. The **duration of overhaul shall commence from the date of acceptance of Helicopters at Qasim Army Aviation Base Rawalpindi by the Contractor for overhaul** and will finish on the date of Final Delivery Acceptance by HQ ANF.
- i. 2 x MI-171E Helicopters shall be accepted by the bidder within 30 days after signing of contract at HQ ANF Rawalpindi. During this period import licence from relevant foreign authority will be obtained. Helicopters will be transported from their present location i.e Qasim Army Aviation Base (**QAAB**) Rawalpindi, to overhauling plant and back, the costs will be borne by Contractor.
- j. In case of the delay for the delivery of 2 x MI-171E Helicopters after overhaul at Rawalpindi, the Contractor will pay the **penalty to the Procuring Agency (ANF) @ 0.07% of the contract value per calendar day**, after a grace period of 25 working days. The said penalty will be deducted from the balance amount payable to The Contractor.
- k. The Contractor shall bear **full risks and responsibility for the 2 x MI-171E Helicopters from the date of acceptance for overhaul at HQ ANF Rawalpindi** until handing it over after overhaul at HQ ANF Rawalpindi. 2 x MI-171E Helicopters will be considered in Contractor's custody after acceptance. In case of any mishap while in Contractor's custody, the compensation will be paid by the contractor according to the actual value of the 2 x MI-171E Helicopters and its aggregates amounting \$32 Million.
- l. The bidder will furnish detailed technical report on overhaul of parts / aggregates & replacement of parts during 2 x MI-171E Helicopters overhaul. Endorsement to this effect shall also be made in Helicopters & aggregates log books / certificates in English language.
- m. All aggregates sent for overhaul to different plants shall be run / tested in presence of Procuring Agency (ANF) representatives / members SIT. The

- Contractor / Plant shall arrange the boarding, lodging of Procuring Agency (ANF) representatives / SIT members at testing facility for the duration of subject testing.
- n. Helicopters will be accepted at Qasim Army Aviation Base (QAAB) Rawalpindi by the Contractor as fit and complete for overhaul. No observation or anomaly in life or claim being counterfeit or unfit for further overhaul will be accepted later.
- o. **Stage Inspection Team (SIT)**. The Procuring Agency (ANF) will place a **Stage Inspection Team (SIT) of three members at the overhauling plant at Contractor's expense** to ensure quality overhaul & work in accordance with the contract. The expenses for Stage Inspection Team (SIT) move to and back from procuring agency (ANF) will be undertaken by Contractor. This shall be further verified by two (2) members Visiting Technical Inspection Team visiting the plants after every two months or need basis. The Contractor will be responsible to provide office facilities with computer & internet facility in the plant and full access to the job being performed on the Helicopters and accommodation, meal, transportation any other facilities related to living. Non provisioning of above said facilities & access to Helicopters during overhaul will make The Contractor **liable to pay @ \$500** per day to Procuring Agency (ANF). The said amount will be deducted from the balance amount payable to the Contractor.
- p. The contractor will be responsible for safe transportation of 2 x MI -171E helicopters from Qasim Army Aviation Base Rawa Ipindi (Pakistan) to overhaul facility and back. All related expenditures mentioned in **Para 15 of Bid Data Sheet (BDS)** will be incurred by the contractor. This include all taxes/ duties/ levies/ insurances / fees/packing/ repacking/ cargo handling/ transportation (inside & outside Pakistan), Import & Export of Helicopters and any other related expenses/taxes within & outside Pakistan.

**TERMS OF PAYMENTS**

**TERMS OF PAYMENTS**

Para	Terms of Payments
1.	Payment will be made only in Pak Rupees through a Pre Audit cheque of Accountant General Pakistan Revenue (AGPR), Islamabad in the name of successful Contractor.
2.	Maximum <b>15%</b> amount of the total contract value will be paid as mobilization advance within 30 working days ( <b>subject to provision of 100% bank guarantee of total released amount by the Contractor for minimum one year validity prior to release of payment from AGPR</b> ). Bank guarantee should be from a Scheduled Bank with minimum "AA" long terms rating recognized by State Bank of Pakistan in favour of Procuring Agency (ANF). It will be released within 30 working days after the issuance of Final Delivery, Test Flight & Acceptance Report of Helicopters by ANF in Pakistan after overhaul.
3.	<b>Second payment of 30% amount</b> of the total contract value will be paid to the contractor within 30 working days, upon completion of inspection of aggregates of helicopters after their arrival at repair plant from Pakistan.
4.	<b>Third payment of 30% amount</b> of the total contract value will be paid to the contractor within 30 working days, after satisfactory Test Flight by Crew of ANF and signing the Preliminary Acceptance Report at the overhauling Facility before transportation of the Helicopters back to Pakistan.
5.	<p><b>Balance payment of 25% amount</b> of the total contract value will be paid to Contractor within 30 working days, after issuance of Final Delivery, Test Flight &amp; Final Acceptance Report of Helicopters by ANF in Pakistan after overhaul, subject to following conditions:-</p> <p>(a) Satisfactory Helicopters and its aggregates performance as per Helicopters Flight &amp; Maintenance manual.</p> <p>(b) Completion of all Helicopters log books &amp; aggregate certificates with overhaul &amp; next overhaul <b>due life entries (in English)</b> from OEM / OEM approved overhauling facility / Original Equipment Designer (OED) as mentioned in the contract &amp; also indicating the details as per terms of the contract.</p> <p>(c) Stamp with signature of the OEM / OEM approved overhauling facility / Original Equipment Designer (OED) Quality Department that Helicopters is overhauled in accordance with OEM work schedule &amp; latest Overhaul instructions / procedures issued. All applicable Service Bulletins /</p>



modification till date are applied. Helicopters & its aggregates are fit for use in their overhauled life of 2000 hours & 8 years whichever is earlier.

- (d) **Provision of English copies of all applicable Service Bulletins of 2 x MI-171E Helicopters till date** the helicopters are accepted by the Headquarters Anti Narcotics Force after overhaul.

**DELIVERY SCHEDULE**

<b>Ser</b>	<b>Parameter</b>	<b>Timelines</b>
1.	Publication of Tender	31 May (Friday) 2024
2.	Pre-Bid meeting with interested parties	7 June (Friday) 2024 at 1000 hours PST
3.	Submission of Bids (within 21 days after inspection of helicopters by the interested parties)	on or before <b>24 June (Monday) 2024</b> at 1400 Hours PST
4.	Opening of Technical Bids	<b>24 June (Monday) 2024</b> at 1430 hours PST.
5.	Evaluation of Technical Bids and verification of Certificates after opening of the Technical Bid)	<b>From 25 June to 15 July 2024</b>
6.	Opening of Financial Bids (Financial Bids of only technically qualified bidders will be opened by the Procuring Agency)	<b>16 July (Tuesday) 2024</b>
7.	Evaluation of Financial Bids (including ranking of bids and declaration of lowest evaluated bid. Same day as of opening of the Financial Bid. The final result will be announced by the Procuring Agency)	<b>16 July (Tuesday) 2024</b>
8.	Grievance redressel period (7 Days after opening of Financial Bids)	<b>24 July (Wednesday) 2024</b>
9.	Notice of Award / Issuance of Letter of Acceptance (Within 03 days after declaration of the results from the Financial Bids)	<b>29 July (Monday) 2024</b>
10.	Signing of Contract with successful Bidder (Within 05 days after issuance of Letter of Acceptance)	<b>1<sup>st</sup> August (Thursday) 2024</b>
11.	Import Licence approval by the successful bidder from the relevant foreign authority (which takes 30 days)	<b>1<sup>st</sup> September (Sunday) 2024</b>
12.	Completion of Work / Handed over to ANF after Overhaul	Within 180-240 days <b>(1<sup>st</sup> March 2025-30 April 2025)</b>

**SECTION VI: BID FORMS**

**BID SUBMISSION SHEET**

Date: \_\_\_\_\_

Contract No.: 01/2024/ANF/Avn dated \_\_\_\_\_ May 2024To: HQ Anti Narcotics Force, Chaklala Cantt

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFB document, including Addenda No.:\_;
- (b) We offer to provide Overhauling of 2 x MI-171E Helicopters in conformity with the RFB document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:;
- (c) Our Bid shall be valid for a period of\_\_\_\_\_days from the date fixed for the bid submission deadline in accordance with the RFB document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Guarantee in the amount of **10%** Percent of the Contract Price for the due performance of the Contract;
- (e) The rates quoted by us are fixed and valid for 4 months and binding upon us for the entire period of contract and period of extension.
- (f) We are not participating, as Contractors, in more than one Bid in this bidding process, other than alternative offers in accordance with the RFB document;
- (g) Our firm, its affiliates or subsidiaries, including any sub Contractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan.

Name

In the capacity of \_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_

Date \_\_\_\_\_

**JV MEMBERS INFORMATION FORM**

[The shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Contractor and for each member of a Joint Venture].

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Contractor's Name: [insert Contractor's legal name]
2. Contractor's JV Member's name: [insert JV's Member legal name]
3. Contractor's JV Member's country of registration: [insert JV's Member country of registration]
4. Contractor's JV Member's year of registration: [insert JV's Member year of registration]
5. Contractor's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6. Contractor's JV Member's authorized representative information  
 Name: [insert name of JV's Member authorized representative]  
 Address: [insert address of JV's Member authorized representative]  
 Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]  
 Email Address: [insert email address of JV's Member authorized representative]
7. Attached are copies of original documents of [check the box(es) of the attached original documents]
  - a. Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
  - b. In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [If required under BDS ITB 45.1, the successful Contractor shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]

**VALID CERTIFICATION FROM OEM / OEM CERTIFIED / ORIGINAL EQUIPMENT  
DESIGNER (OED) CERTIFIED**

To:

Committee for Tender opening and Bid / Contract Evaluation

HQ Anti Narcotics Force

Wavel Lines Chaklala, Opposite Noor Khan Air Base (Old Benazir Bhutto International Air Port),  
Rawalpindi, Pakistan

**Certificate**

It is certified that we, (Name of the approved overhaul facility) have valid certification from OEM / OEM Certified / Original Equipment Designer (OED) Certified to undertake overhaul of MI-171E Helicopters & its modifications. We have provided quote to M/S (Name of firm / company) Address Pakistan. We will undertake overhaul of MI-171E S/No (-----), (-----) and ensure completion of overhaul of Helicopters in 240 days at our facility in accordance with contract of (Name of firm / company) Address \_\_\_\_\_ Pakistan & honour commitments made in the contract. We have not provided quote to anyone else for overhaul of S/No , (\_\_\_\_) in the world.

Date: May, 2024

CEO (Approved Overhauling Facility)

(AUTHORISED SEAL OF THE OVERHAULING FACILITY)

Copy to:

HQ Anti Narcotics Force

Wavel Lines Chaklala, Opposite Noor Khan Air Base (Old Benazir Bhutto International Air Port),  
Rawalpindi, Pakistan

**ELIGIBILITY CRITERIA COMPLIANCE FORM**

Ser	Minimum Qualifications Criteria	Compliance (Yes/No)	Page Number	Fill Details and Submit Documentary Evidence
1.	<p>The Contractor shall be:-</p> <p>A company incorporated under the provisions of Companies Act, for the last five (05) years or more.</p> <p>Or a statutory corporation</p> <p>In case of a company, it should be</p> <ul style="list-style-type: none"> <li>• Registered with the FBR</li> <li>• Company should have a valid STRN and NTN number</li> </ul>			
2.	Bid Security amounting PKR 20 Million (in the form of Pay Order/Bank Draft / CDR).			
3.	Income tax certificate and sales tax certificate issued in favour of business clearly mentioning the category of business.			
<b>Financial Stability</b>				
4.	<p><b><u>Overhaul Plant</u></b> . The overhauling facility shall have an average annual turnover of at least \$30 Million for the last 3 financial year i.e FY 2021-22, 2022-23 &amp; 2023-24.</p> <p><b><u>Contractor</u></b> . The Contractor shall have an average annual turnover of at least 100 million PKR for the last 3 financial years i.e FY 2021 -22, FY 2022 -23 &amp; FY 2023 -24. The average turnover must refer to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent</p>			

	company(ies) etc.			
<b>Project Experience</b>				
5.	<p><b>Overhaul Plant</b> . OEM / OED Certified Overhauling plant should have undertaken minimum 20 overhauls per year for last 10 years.</p> <p><b>Contractor</b> . Must hold valid authorization certificate by OEM / OED Certified overhaul plant for Pakistan, for MI-171E Helicopters. Contractor shall have at least 5-years of experience of overhauling of Helicopters, and shall have delivered the overhauling services of at least 3 x helicopters.</p>			
<b>Office Location</b>				
6.	The Contractor shall have an office located in Pakistan			
<b>Non-Blacklisting Declaration</b>				
7.	The Contractor is not be blacklisted by any Procuring Agency in Pakistan as well as by any international organization or foreign country.			
<b><u>Bid Security</u></b>				
8.	Bid Security amounting to PKR 20 million (in the form of Pay Order/Bank Draft / CDR) to be attached with the Technical bid. Bid security of successful bidder will be kept by the Procuring Agency (ANF) upto period mentioned in BDS.			
<b>Documents to be attached with Technical Bid</b>				
9.	Overhauling facility profile with valid certifications and Authorization letter / Certificate from MI-171E Helicopters overhaul approved facility on the name of firm authorizing to represent			



	OEM/plant for overhaul of the 2 x MI- 171E Helicopters in the bid. The overhauling facility must be <b>OEM / OEM Certified / Original Equipment Designer (OED) Certified</b> to undertake MI-171E Helicopters overhaul job. Specimen of certificate is attached in forms section.			
10.	Overhauling facility must have requisite certification from the concerned Government / Civil Aviation Regulating Agency for Overhaul of MI-171E Helicopters.			
11.	Company / <b>firm profile</b> , indicating such projects / Aviation business undertaken in the past mentioning the clients in Pakistan only.			
12.	An Affidavit stating therein the Contractor has its office set up (address) in Pakistan, is free from any embargo neither bankrupted nor blacklisted anywhere in the world and have no overdue/pending contractual obligation with ANF. Firm if in litigation with any previous client or Government / semi government organization shall provide the details of said litigation.			

**FINANCIAL BID SUBMISSION FORMS**

### **FINANCIAL BID SUBMISSION FORM**

1. **General:** The Financial Bid shall be read in conjunction with the conditions of bid document as applicable.

2. **Currency of Prices:** \_\_\_\_\_ Pak Rupees (inclusive of all Taxes)

3. **Rates and Prices of Overhauling of 2 x MI-171E Helicopters.**

3.1. The cost of overhauling (Refer tender notice for detailed requirements) shall be inclusive of all taxes and duties as applicable in seller's country or any other country including Pakistan.

3.2. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Contractor.

3.3. Except as otherwise expressly provided, the rates and amounts entered in the Financial Bid shall be the rates at which the Contractor shall be paid.

3.4. Unless otherwise stipulated, the rates and prices entered by the Contractor shall not be subject to adjustment during the performance of the Contract.

3.5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Financial Bid.

3.6. **Price Variation:** Prices offered will be firm and final, services that are performed that fall within the scope of work are to be indicated.

4. **Format of Financial Bid**

S No	Type of Work	Cost	Remarks
4.1	Overhauling of 2 x MI-171E Helicopters of Anti Narcotics Force Pakistan		As per Tender Document (RFB).

Total Contract Cost applicable in Pakistan: \_\_\_\_\_ Pak Rupees In words \_\_\_\_\_

5. **Terms of Payment**

5.1. The mile stone set for the payment are as follows:-

5.1.1 Maximum **15%** amount of the total contract value will be paid as mobilization advance within 30 working days (**subject to provision of 100% bank guarantee of total released amount by the Contractor for minimum one year validity prior to release of payment from AGPR**). Bank guarantee should be from a Scheduled Bank with minimum "AA" long terms rating recognized by State Bank of Pakistan in favour of Procuring Agency (ANF). It will be released within 30 working days after the issuance of Final Delivery, Test Flight & Acceptance Report of Helicopters by ANF in Pakistan after overhaul.

5.1.2 **Second payment of 30% amount** of the total contract value will be paid to the contractor within 30 working days, upon completion of inspection of aggregates of helicopters after their arrival at repair plant from Pakistan.

5.1.3 **Third payment of 30% amount** of the total contract value will be paid to the contractor within 30 working days, after satisfactory Test Flight by Crew of ANF and signing the Preliminary Acceptance Report at the overhauling Facility before transportation of the Helicopters back to Pakistan.

5.1.4 **Balance payment of 25% amount** of the total contract value will be paid to Contractor within 30 working days, after issuance of Final Delivery, Test Flight & Final Acceptance Report of Helicopters by ANF in Pakistan after overhaul, subject to following conditions:-

5.1.4.1. Satisfactory Helicopters and its aggregates performance as per Helicopters Flight & Maintenance manual.

5.1.4.2. Completion of all Helicopters log books & aggregate certificates with overhaul & next overhaul due life entries (in English) from OEM / OEM approved overhauling facility / Original Equipment Designer (OED) as mentioned in the contract & also indicating the details as per terms of the contract.

5.1.4.3. Stamp with signature of the OEM / OEM approved overhauling facility / Original Equipment Designer (OED) Quality Department that Helicopters is overhauled in accordance with OEM work schedule & latest Overhaul instructions / procedures issued. All applicable Service Bulletins / modification till date are applied. Helicopters & its aggregates are fit for use in their overhauled life of 2000 hours & 8 years whichever is earlier.

5.1.4.4. Provision of English copies of all applicable Service Bulletins of MI-171E (2) till date the helicopters are accepted by the Headquarters Anti Narcotics Force after overhaul.

**SECTION VII: GENERAL CONDITIONS OF CONTRACT**

**General Conditions of the Contract****A. General****1. Definitions**

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated:-

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- (b) "Procuring Agency" means:-
  - 1) any Ministry, Division, Department or any Office of the Federal Government;
  - 2) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;.
- (c) "The Contract" means an agreement enforceable by law;
- (d) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (e) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid.
- (f) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;
- (g) "GCC" means the General Conditions of Contract contained in this section;
- (h) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (i) "Day" means calendar day unless indicated otherwise.
- (j) "Effective Date" means the date on which this Contract comes

	<p>into force and effect.</p> <p>(k) “The Contractor” means the individual or corporate body whose Bid to provide the Services has been accepted by the Procuring Agency;</p> <p>(l) “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;</p> <p>(m) “Government” means the Government of Pakistan;</p> <p>(n) “Local Currency” means the currency of Pakistan;</p> <p>(o) “In Writing” means communicated in written form with proof of receipt;</p> <p>(p) “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;</p> <p>(q) “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;</p> <p>(r) “Party” means the Procuring Agency (ANF) or the Contractor, as the case may be, and “Parties” means both of them;</p> <p>(s) "Service" means any object of procurement other than goods or works;</p> <p>(t) “Sub Contractor” means any entity to which the Contractor subcontracts any part of the Services.</p>
<b>2. Applicable Law</b>	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>3. Language</b>	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the <b>English language</b> unless otherwise stated in the <b>SCC</b> . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
<b>4. Notices</b>	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the <b>SCC</b> .
<b>5. Location</b>	5.1 The Services shall be performed at such locations as the Procuring Agency (ANF) may approve and as specified in SCC.

<p><b>6. Authorized Representative s / Authority of Member in charge</b></p>	<p>6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency (ANF) or the Contractor may be taken or executed by the officials specified in the <b>SCC</b>.</p> <p>6.2 In case the Contractor is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Contractor's rights and obligations towards the Procuring Agency (ANF) under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.</p>
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### **B. Commencement, Completion, Modification, and Termination of Contract**

<p><b>7. Effectiveness of Contract</b></p>	<p>7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.</p>
<p><b>8. Commencement of Services</b></p>	<p>8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.</p>
<p><b>9. Program</b></p>	<p>9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency (ANF) for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p>
<p><b>10. Starting Date/Expiration Date</b></p>	<p>10.1 The Contractor shall start carrying out the Overhauling Services within Thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the <b>SCC</b>.</p> <p>10.2 Unless terminated earlier pursuant to Clause <b>GCC 15</b> hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<p><b>11. Entire Agreement</b></p>	<p>11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
<p><b>12. Modification</b></p>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.</p>



	<p>12.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency (ANF) is required.</p>
<p><b>13. Value Engineering</b></p>	<p>The Contractor may prepare, at its own cost, a value bid at any time during the performance of the contract. The value bid shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> <li>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Agency (ANF) may incur in implementing the value Bid; and</li> <li>(c) a description of any effect(s) of the change on performance/functionality.</li> </ul> <p>The Procuring Agency (ANF) may accept the value bid if the bid demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(a) accelerates the delivery period; or</li> <li>(b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or</li> <li>(c) improves the quality, efficiency, safety or sustainability of the services; or</li> <li>(d) yields any other benefits to the Procuring Agency, without compromising the necessary functions of the Facilities..</li> </ul>
<p><b>14. Termination</b></p>	<p><b>14.1 By the Procuring Agency</b></p> <p>The Procuring Agency (ANF) may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency (ANF) shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> <li>(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</li> <li>(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go</li> </ul>

- into liquidation or receivership whether compulsory or voluntary;
- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;
  - (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
  - (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - (f) The Procuring Agency (ANF) may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the overhaul Contract in whole or in part. In such case Procuring Agency (ANF) may initiate a legal action against the bidder / contractor:
    - 1) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency.
    - 2) If the bidder fails to perform any other obligation(s) under the Contract.
    - 3) If the bidder, in the judgment of the Procuring Agency (ANF) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - (g) In the event, Procuring Agency (ANF) terminates the overhaul Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the bidder shall be liable to the Procuring Agency (ANF) for any excess costs for such similar services.

#### **14.2 By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a. If the Procuring Agency (ANF) fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within sixty (60) calendar days after receiving written notice from the Contractor that such payment is overdue.
- b. If the Procuring Agency (ANF) fails to comply with any final

decision reached as a result of arbitration.

- c. If the Procuring Agency (ANF) is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Procuring Agency (ANF) of the Contractor's notice specifying such breach.

### C. Obligations of the Contractor

<p><b>15. General</b></p>	<p><b>15.1 Standard of Performance</b></p> <p>(a) The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.</p> <p>(b) The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.</p> <p>(c) The Contractor shall not subcontract part of the Services without prior approval of the Procuring Agency.</p> <p><b>15.2 Law Applicable to Services</b></p> <p>The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.</p>
<p><b>16. Conflict of Interests</b></p>	<p><b>16.1 Contractor Not to Benefit from Commissions and Discounts.</b></p> <p>The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under</p>

	<p>the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub Contractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>16.2 Contractor and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Sub Contractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>16.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Contractor nor its Sub Contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Contractor nor their Sub Contractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
<p><b>17. Confidentiality</b></p>	<p>17.1 Except with the prior written consent of the Procuring Agency, the Contractor and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p><b>18. Insurance to be Taken Out by the Contractor</b></p>	<p>18.1 The Contractor (a) shall take out and maintain, and shall cause any Sub Contractors to take out and maintain, at its (or the Sub Contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency (ANF) showing that such insurance has been taken out, maintained and that the current premiums have been paid.</p> <p>18.2 Contractor will provide insurance by nationally recognized insurance</p>

	<p>company (acceptable / approved by State Bank of Pakistan) against all types of risks equal to the amount of Helicopters for the period uptill handing over of helicopter to HQ ANF Pakistan after overhaul.</p> <p>18.3 Terms &amp; conditions of insurance will be finalized with procuring agency by the Contractor during pre-bid meeting.</p>
<p><b>19. Contractor's Actions Requiring Procuring Agency's Prior Approval</b></p>	<p>19.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not provided by the Contractor;</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the SCC.</p>
<p><b>20. Reporting Obligations</b></p>	<p>20.1 The Contractor shall submit to the Procuring Agency (ANF) the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<p><b>21. Documents Prepared by the Contractor to Be the Property of the Procuring Agency</b></p>	<p>21.1 All plans, drawings, specifications, designs, reports, and other documents submitted by the Contractor shall become and remain the property of the Procuring Agency, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Contractor may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
<p><b>22. Liquidated Damages</b></p>	<p><b>22.1 Payments of Liquidated Damages</b></p> <p>The Contractor shall pay liquidated damages to the Procuring Agency (ANF) at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency (ANF) may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p><b>22.2 Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency (ANF) shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the</p>

	<p>overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p><b>22.3 Lack of performance penalty</b></p> <p>If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.</p>
<p><b>23. Performance Guarantee</b></p>	<p>23.1. Within ten (10) days from the issuance of acceptance letter from the Procuring Agency (ANF), the successful Contractor shall furnish the Performance Guarantee in shape of Pay Order / Bank Draft at the discretion of the Procuring Agency in the amount <b>specified in SCC</b>. In case the amount of bid security is equal or greater than the value of the Services to be supplied then the Contractor shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the Contractor's claim on Contractor's choice.</p> <p>23.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>23.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Agency and shall be in the acceptable form as specified in SCC.</p> <p>23.4. The Performance Guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise <b>specified in SCC</b>.</p> <p>23.5. The bidder shall provide performance guarantee for overhaul as per Technical Quote not below 20 months. Reduction in the overhaul time without compromising on standard/quality of overhaul will be considered an added advantage in the favour of firm. However, the overhaul time shall not exceed 240 days in any case. The Contractor must include performance schedule of the overhaul to determine the exact duration of the overhaul from date</p>

	of signing the contract. The duration of overhaul shall commence from the date of signing of contract for overhaul and will finish on the date of Final Delivery Acceptance by HQ ANF Rawalpindi.
<b>24. Fraud and Corruption</b>	24.1 The Procuring Agency (ANF) requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
<b>25. Sustainable Procurement</b>	25.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

#### **D. Contractor's Personnel**

<b>26. Description of Personnel</b>	26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel and Sub Contractors listed by title as well as by name are hereby approved by the Procuring Agency.
<b>27. Removal and/or Replacement of Personnel</b>	<p>27.1 Except as the Procuring Agency (ANF) may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>27.2 If the Procuring Agency (ANF) finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>27.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

#### **E. Obligations of the Procuring Agency**

<b>28. Assistance and Exemptions</b>	28.1 The Procuring Agency (ANF) shall use its best efforts to ensure that the Government shall provide the Contractor such assistance and
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	exemptions as specified in the SCC.
<b>29. Change in the Applicable Law</b>	29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
<b>30. Services and Facilities</b>	30.1 The Procuring Agency (ANF) shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference. 30.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

#### **F. Payments to the Contractor**

31.	This contract is not a lump-sum contract.
<b>32. Contract Price</b>	32.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.
<b>33. Payment for Additional Services, and Performance Incentive Compensation</b>	33.1. For the purpose of determining the remuneration due for additional Services as may be mutually agreed. 33.2. If the SCC so specify, the Contractor shall be paid performance incentive compensation if specified in the SCC.
<b>34. Terms and Conditions of Payment</b>	34.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC. 34.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any



	other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency (ANF) specifying the amount due.
<b>35. Interest on Delayed Payments</b>	35.1 If the Procuring Agency (ANF) has delayed payments beyond sixty (60) days after the due date stated in the SCC, interest shall be paid to the Contractor for each day of delay at the rate stated in the SCC.
<b>36. Price Adjustment</b>	36.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. 36.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
<b>37. Currency of Payment</b>	37.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

### **G. Quality Control**

<b>38. Identifying Defects</b>	38.1 The principle and modalities of Inspection of the Services by the Procuring Agency (ANF) shall be as indicated in the SCC. The Procuring Agency (ANF) shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency (ANF) may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency (ANF) considers may have a Defect. Defect Liability Period is as defined in the SCC.
<b>39. Correction of Defects, and Lack of Performance Penalty</b>	39.1. The Procuring Agency (ANF) shall give notice to the Contractor, in case of any defect(s). 39.2. In case of any defect found during the warranty period in the Helicopters / any aggregate, The Contractor shall be responsible to rectify / eliminate it, fully at his own expense within 10 working days. The obligations of The Contractor in this case shall be, repair / replacement of defective parts / components with new / overhauled / repaired parts / component having calendar & Service

	<p>life not less than the removed parts / components.</p> <p>39.3. The failure of the Contractor to replace / repair defected components within 10 working days will authorize / allow the Procuring Agency (ANF) to procure the same at the expense of The Contractor. The cost so occurred will be deducted from the performance guarantee submitted by The Contractor.</p>
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#### H. Settlement of Disputes

<p>40. <b>Amicable Settlement</b></p>	<p>40.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<p>41. <b>Dispute Settlement</b></p>	<p><b><u>Arbitration</u></b></p> <p>41.1 If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.</p> <p>41.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 42.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>41.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Contractor any monies due the Contractor.</p>

**SECTION VIII. SPECIAL CONDITIONS OF CONTRACT**

**Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted/governed in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b>.</p>
<b>GCC 5</b>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>The Contractor: [Name, address and telephone number].</p> <p>The Contractor 's Representative(s) [Name, address, telephone number and e-mail address]</p>
<b>GCC 6.1</b>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b> Deputy Director (Aviation), Headquarters Anti Narcotics Force Wavel Lines Chaklala, Opposite Nur Khan Airbase (Old Benazir Bhutto International Airport), Rawalpindi Phone: 051-9286007, Fax: 051-9270165</p>

	<p><b>For the Contractor:</b></p> <p><b><u>Name: .....</u></b></p> <p><b><u>Designation: .....</u></b></p> <p><b><u>Address: .....</u></b></p>
<b>GCC 6.2</b>	<p>The Lead Member on behalf of the JV is _____</p> <p>_____</p> <p><i>Note: If the Contractor consists only of one entity, state "N/A";</i></p> <p>OR</p> <p><i>If the Contractor is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p>
<b>GCC 7</b>	<p><b>Effectiveness of the contract</b></p> <p>The contract shall be effective from the date of signing of the Contract by both parties</p>
<b>GCC 8</b>	<p><b>Commencement of Services:</b></p> <p>2 x MI-171E Helicopters shall be accepted by the bidder within 30 (thirty) days after signing of contract at ANF HQ Rawalpindi. Helicopters will be transported by air from their present location i.e Qasim Army Aviation Base (QAAB) Rawalpindi, to overhauling plant and back by Contractor at its own risk and expenses.</p>
<b>GCC 10.2</b>	<p><b>Expiration of Contract:</b></p> <p>The contract validity shall be valid upto the expiry of warranty period.</p>
<b>GCC 14</b>	<p><b>Termination</b></p> <p>The Procuring Agency (ANF) may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the overhaul Contract in whole or in part. In such case Procuring Agency (ANF) may initiate a legal action against the bidder / contractor:</p>

	<p>a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency.</p> <p>b. If the bidder fails to perform any other obligation(s) under the Contract.</p> <p>c. If the bidder, in the judgment of the Procuring Agency (ANF) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d. In the event, Procuring Agency (ANF) terminates the overhaul Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the bidder shall be liable to the Procuring Agency (ANF) for any excess costs for such similar services.</p>
<b>GCC 16</b>	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency (ANF) reserves the right to determine on a case-by-case basis whether the Contractor should be disqualified from providing services due to a conflict of a nature described in Clause GCC 16.</p>
<b>GCC 18</b>	<p>The Contractor shall bear <b>full risks and responsibility for the 2 x MI-171E Helicopters from the date of acceptance for overhaul at HQ ANF Rwp</b> until handing it over after overhaul at ANF HQ Rwp. 2 x MI-171E Helicopters will be considered in Contractor's custody after acceptance. In case of any mishap while in Contractor's custody, the compensation will be paid according to the actual value i.e <b>\$32 Million</b> of the 2 x MI-171E Helicopters and its aggregates. Premium will be paid by the Contractor.</p>
<b>GCC 22</b>	<p><b>Liquidated Damages</b></p> <p>a. In case of the delay for the delivery of 2 x MI-171E Helicopters after overhaul at Rawalpindi, The Contractor will pay the <b>penalty to the Procuring Agency (ANF) @ 0.07% of the contract value per calendar day upto the total value of 10% of the contract value</b>, after a grace period of 25 days. The said penalty will be deducted from the balance amount payable to The Contractor.</p>

**GCC 23****Performance Guarantee:**

- a. The contractor's warranty & guarantee will spread over 300 (three hundred) Helicopter flight hours or 12 (twelve) months whichever occurs first, starting from the date of signing of Final Delivery & Acceptance Report by ANF in Pakistan. However provision of enhanced warranty / guarantee period will be accorded due preference. The execution / implementation of above said warranty / guarantee by the OEM / authorized overhauling agency will be the sole responsibility of contracting firm, who will replace / repair defective part/equipment within the 10 working days at no cost and obligation basis to Procuring Agency. The endorsement of warranty & guarantee by Overhauling plant on log books / certificates "Applicable at the country of overhaul only" will not affect this clause.
- b. In case of any defect found during the warranty period in the Helicopters / any aggregate, the contractor shall be responsible to rectify / eliminate it, fully at his own expense within 30 working days. The obligations of the contractor in this case shall be, repair / replacement of defective parts / components with new / overhauled / repaired parts / component having calendar & Service life not less than the removed parts / components.
- c. The failure of the firm to replace / repair defected components within 30 working days will authorize / allow the Procuring Agency to procure the same at the expense of the contractor. The cost so occurred will be deducted from the performance guarantee submitted by the contractor.
- d. The grounded period of Helicopters during warranty, will be added in the warranty period to assign new cutoff date for expiry of warranty period duly covered by the fresh bank guarantee.
- e. In case of any malfunction in the Engines, MGB, IGB, TGB, TDS or rotating gear train performance during warranty period the contractor will provide replacement of aggregates of same date of manufacture and operating life within 30 working days.
- f. The amount of performance guarantee shall be 10% of the contract price in acceptable form (Pay Order / Bank Draft only) of performance Guarantee only in favor of the Procuring Agency as per format attached.

GCC 35

**Terms of Payment:**

- a. Maximum **15%** amount of the total contract value will be paid as mobilization advance within 30 working days (**subject to provision of 100% bank guarantee of total released amount by the Contractor for minimum one year validity prior to release of payment from AGPR**). Bank guarantee should be from a Scheduled Bank with minimum "AA" long terms rating recognized by State Bank of Pakistan in favour of Procuring Agency (ANF). It will be released within 30 working days after the issuance of Final Delivery, Test Flight & Acceptance Report of Helicopters by ANF in Pakistan after overhaul.
- b. **Second payment of 30% amount** of the total contract value will be paid to the contractor within 30 working days, upon completion of inspection of aggregates of helicopters after their arrival at repair plant from Pakistan.
- c. **Third payment of 30% amount** of the total contract value will be paid to the contractor within 30 working days, after satisfactory Test Flight by Crew of ANF and signing the Preliminary Acceptance Report at the overhauling Facility before transportation of the Helicopters back to Pakistan.
- d. **Balance payment of 25% amount** of the total contract value will be paid to Contractor within 30 working days, after issuance of Final Delivery, Test Flight & Final Acceptance Report of Helicopters by ANF in Pakistan after overhaul, subject to following conditions:-
  - (1) Satisfactory Helicopters and its aggregates performance as per Helicopters Flight & Maintenance manual.
  - (2) Completion of all Helicopters log books & aggregate certificates with overhaul & next overhaul due life entries (in English) from OEM / OEM approved overhauling facility / Original Equipment Designer (OED) as mentioned in the contract & also indicating the details as per terms of the contract.
  - (3) Stamp with signature of the OEM / OEM approved overhauling facility / Original Equipment Designer (OED) Quality Department that Helicopters is overhauled in accordance with OEM work schedule & latest Overhaul instructions / procedures issued. All applicable Service Bulletins / modification till date are applied. Helicopters & its aggregates are fit for use in their overhauled life of 2000 hours &



	<p>10 years whichever is earlier.</p> <p>(4) Provision of English copies of all applicable Service Bulletins till date on MI-171E (2).</p>
<b>GCC 37</b>	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to The Contractor/Contractor shall be in Pakistani Rupees.</p>
<b>GCC 38</b>	<p><b>Identifying Defects:</b></p> <p>a. The Authority reserves the right at any time to inspect the premises of the Contractor to inspect the overhauling of 2 x MI-171E Helicopters and monitor the services being provided.</p> <p>b. The Contractor's warranty &amp; guarantee will spread over 300 (three hundred) Helicopter flight hours &amp; 12 (twelve) months whichever occurs first from the date of signing of Final Delivery &amp; Acceptance Report by ANF in Pakistan. However provision of enhanced warranty / guarantee period will be accorded due preference. The execution / implementation of above said warranty / guarantee by the OEM / authorized overhauling agency will be the sole responsibility of contracting firm, who will replace / repair defective part/equipment within the 30 working days at no cost and obligation basis to Procuring Agency. The endorsement of warranty &amp; guarantee by Overhaul facility on log books / certificates "Applicable at the country of overhaul only" will not affect / off set.</p> <p>c. The grounded period of Helicopters during warranty, will be added in the warranty period to assign new cutoff date for expiry of warranty period.</p> <p>d. In case of any malfunction in the Engines, MGB, IGB, TGB, TDS or rotating gear train performance during warranty period The Contractor will provide replacement of aggregates of same date of manufacture and operating life within 30 working days.</p>
<b>GCC 41</b>	<p><b>Dispute Resolution</b></p> <p>a. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion</p>

and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

- b. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- c. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- d. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- e. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Contractor any monies due to the Contractor.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole

arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

**SECTION IX: CONTRACT FORMS**

**FORM OF CONTRACT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 between Headquarters Anti Narcotics Force of Pakistan (hereinafter called “the Procuring Agency”) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Agency (ANF) invited Bids for provision of **Overhauling of 2 x MI-171E Helicopters**, viz., *[brief description of services]* and has accepted a Bid by the Contractor for Overhauling of 2 x MI-171E Helicopters in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

This form of Contract;

- (a) the Form of Bids and the Price Schedule submitted by the Contractor;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Special Conditions of Contract;
- (e) the General Conditions of the Contract;
- (f) the Procuring Agency’s Letter of Acceptance; and
- (g) *[add here: any other documents]*

3. In consideration of the payments to be made by the Procuring Agency (ANF) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency (ANF) to provide the Overhauling of 2 x MI-171E Helicopters related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency (ANF) hereby covenants to pay the Contractor in consideration of the provision of Overhauling of 2 x MI-171E Helicopters and the remedying of defects therein, the

Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Contractor: .....

**PERFORMANCE GUARANTEE FORM**

(i) Contract No \_\_\_\_\_ dated \_\_\_\_\_  
 Name of Supplier/Supplier \_\_\_\_\_ Address of Supplier/Supplier \_\_\_\_\_

- (i) Name of Guarantor \_\_\_\_\_  
 (ii) Address of Guarantor \_\_\_\_\_  
 Amount of Guarantee (Relevant Currency) \_\_\_\_\_  
 (US\$ \_\_\_\_\_)  
 (iii) Date of Expiry of Guarantee \_\_\_\_\_

To: ANF, Rawalpindi

Sir,

1. Whereas your good self have entered into Contract No. \_\_\_\_\_  
 dated \_\_\_\_\_ with Messrs \_\_\_\_\_  
 (Full Name and Address)

hereinafter referred to as our Customer and that one of the conditions of the Contract is the  
 submission of Performance Bank Guarantee by our Contractor to your good-self for a sum of PKR  
 \_\_\_\_\_ (In words) \_\_\_\_\_

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under:  
 -

- a. To pay to you unconditionally on demand and/or without any reference to our Customer an amount not exceeding the sum of PKR \_\_\_\_\_ (In words) ( \_\_\_\_\_ ) as would be mentioned in your written Demand Notice.
- b. To keep this Guarantee in force till upto Warranty/Guarantee Period i.e. \_\_\_\_\_.
- c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warranty of the stores which so ever is later in duration on receipt of information from \_\_\_\_\_.
- d. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged, and returned to us.
- e. That with the consent of our customer, you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alteration or addition/deletion provided such actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to PKR \_\_\_\_\_ ( \_\_\_\_\_ )

- f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Supplier or Vendor.
- g. That this is an unconditional Bank Guarantee, which shall be encashed on sight on the presentation without any reference to our Customer/Supplier or Vendor.

Guarantor

Dated: \_\_\_\_\_

\_\_\_\_\_

(Bank Seal and Signatures)



**ADVANCE PAYMENT BANK GURANTEE FORM**

1. Performance Bank Guarantee No:
2. Date of issue:
3. Contract No:
4. Name of Supplier:
5. Address of Supplier:
6. Name of Guarantor:
7. Address of Guarantor:
8. Amount of Guarantee:
9. Date of Expiry of Guarantee:

To: Headquarters Anti Narcotics Force, Pakistan

Sir,

10. Whereas your good self has entered into contract No: \_\_\_\_\_ dated \_\_\_\_\_ 2024 with \_\_\_\_\_ Pakistan (herein referred to as our CUSTOMER ) and as one of the conditions of the contract is submission of advance Payment bank guarantee by our customer to your good self for a sum of \_\_\_\_\_ (100% of Released Amount)

11. In compliance to the stipulation of the contract, we \_\_\_\_\_ hereby agree and undertake as under:

11.1 To pay to you unconditionally on demand and / or without any reference to our customer, an amount not exceeding the sum of \_\_\_\_\_ Pak Rupees as would be written demand notice.

11.2 To keep this guarantee in force till \_\_\_\_\_ 2024.

11.3 That the validity of this guarantee shall be kept on clear and ahead of the original / extended delivered period or the warranty of stores whichever is late in duration on receipt of information from our customer -----or from your office.

11.4 Our liability to this bank guarantee shall cease on the closing of banking hours on the last date of validity of this bank guarantee. Claim received there after shall not be entertained by us

whether you suffer a loss or not. On receipt of payment under this bank guarantee, this document i.e. bank guarantee must be clearly cancelled, discharged and returned to us.

11.5 That we shall inform your good office regarding termination of the validity of this bank guarantee one clear month before the actual expiry date of this guarantee.

11.6 That with the consent of our customer you may amend / alter any term / clause of the contract or add / delete any term / clause to / from this contract without making any reference to us. We do not reserve any right to receive any such amendment /alteration or addition / deletion provided such like actions do not increase our monetary liability under this bank guarantee which shall limited only to \_\_\_\_\_Pak rupees.

11.7 That bank guarantee herein before given shall not be affected by any change in the constitution of the bank or customer / contactor or vendor.

11.8 That this is an unconditional bank guarantee which can be encashed on sight on presentation without any reference to our customer.

GUARANTOR

Date:\_\_\_\_\_2024

Bank Seal and Signature