

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

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

- NAME OF THE ORGANIZATION/DEPTT. Pakistan Civil Aviation Authority
- FEDERAL / PROVINCIAL GOVT. Federal Govt. (Autonomous)
- TITLE OF CONTRACT PROC. OF QTY.45 VHF (AM) VEHICLE MOUNT TRANSCEIVERS (09 WATTS) FOR ATC COMMUNICATION PCAA AIRPORTS
- TENDER NUMBER HQCAA/1992/228/XXLN
- BRIEF DESCRIPTION OF CONTRACT. PROC. OF QTY.45 VHF (AM) VEHICLE MOUNT TRANSCEIVERS (09 WATTS).
-
- TENDER VALUE Rs.1,500/
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 60 Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
YES Yes / No
- ADVERTISEMENT :
- (i) PPRA Website YES, TS529050E DATE 01-01-2024 Yes / No (Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers : YES, DAWN 30-12-2023, DUNYA 30-12-2023 Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME 17-01-2024 11:00)
- NATURE OF PURCHASE Local Local / International
- EXTENSION IN DUE DATE (if any) No Yes / No

2 caa 6824. ✓

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

➤ DATE OF CONTRACT SIGNING 10-07-2024
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE RS, 21,706,855.20

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

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

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

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

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

N/A

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

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

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS.. ONE (01)
Technical One(01) Financial.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER_ M/S AZAM ENTERPRISES.
Office: Plot no.F-34/I Block-09 Scheme-5 Kehkashan,Clifton Karachi-Pakistan.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID). 01st Lowest
- NEED ANALYSIS (Why the procurement was necessary? Required for ATC Communication
PCAA AIRPORTS.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly
describe). N/A

- NUMBER OF TENDER DOCUMENTS SOLD TWO (02) DOWNLOADED
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ ☐
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____ ☒
- c) TWO STAGE BIDDING PROCEDURE. _____ ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____ ☐
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH
BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED
TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY DG CAA
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING
A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.
- NUMBER OF BIDS RECEIVED TWO (02)
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes Yes/ No
- WHETHER INTEGRITY PACT WAS SIGNED YES Yes / No

PPRA.



42A/B

E-STAMP
CONTINUATION SHEET
Government of Sindh

CONTRACT BETWEEN CIVIL AVIATION AUTHORITY PAKISTAN AND
M/S. AZAM ENTERPRISES
CONTRACT NO. HQCAA/1992/228/XXLN
PROCUREMENT OF QTY.45 VHF (AM) VEHICLE MOUNT TRANSCEIVERS (09
WATTS) FOR ATC COMMUNICATION PCAA AIRPORTS

10 JUL 2024

This contract is made this the _____ day of _____ two thousand _____

BETWEEN

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

AND

M/s. Azam Enterprises, (Proprietorship) firm, with its office at, Plot #. F-34/I, Block-09, Scheme-5, Kehlshashan, Clifton, Karachi-Pakistan, hereinafter, referred to as the "Supplier" (which term shall include its, authorized representatives and successors-in-interest) Mr. Amir Arshad (Director Technical & Finance) Partner, of the Other Part.

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz [Procurement of Qty.45 VHF (AM) Vehicle Mount Transceivers (09 Watts) for ATC Communication PCAA Airports and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of Rs. 21,706,855.20/- [Rupees Twenty One Million Seven Hundred Six Thousand Eight Hundred Fifty Five Only] (hereinafter called "the Contract Price").

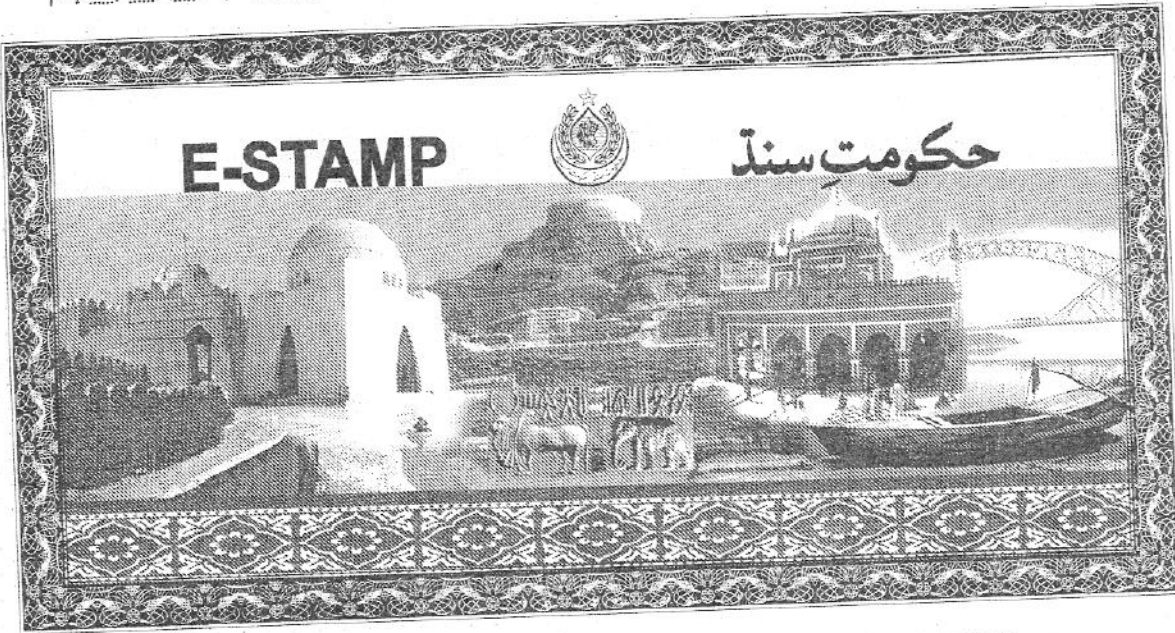
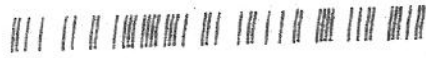
The terms and conditions as stipulated in this contract shall constitute the entire agreement between the two parties and shall supersede any previous undertakings, commitments or representations whether oral or written in this regard.

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:-
 - a) This form of Contract;
 - b) The Special Conditions of Contract;
 - c) The General Conditions of the Contract;
 - d) The Schedule of Requirements (BOQ of Contract);
 - e) the Technical Specifications;
 - f) the Procuring Agency's Letter of Acceptance; and
 - g) the Form of Bid and the Price Schedule submitted by the Bidder
3. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services 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.



7556703



SND-0311-261295114806

GoS-KHI-83F2DD3BFA17EAD0

Non-Judicial

Rs 54,268/-

Description	: Purchase Order - 15(b)
Purchaser	: CIVIL AVIATION AUTHORITY [19458266]
Supplier	: AZAM ENTERPRISES [18945163]
Applicant	: AMIR ARSHAD [42310-9735469-9]
Stamp Duty Paid by	: CIVIL AVIATION AUTHORITY [19458266]
Issue Date	: 06-Jun-2024, 11:51:49 AM
Paid Through Challan	: 2024A7E5309878A1
Amount in Words	: Fifty Four Thousand Two Hundred and Sixty Eight Rupees Only

Please Write Below This Line

110CAA/1992/228/XXLN



4. PARTICULARS

- 4.1. "Consignee" means OIC Logistics Center (South), JIAP Karachi, Pakistan.
- 4.2. "Contract" means the present document signed by Purchaser and Supplier containing the contract terms and conditions together with the Annexure "A" thereto.
- 4.3. "Country of Origin" means the place where goods were manufactured, produced, received, or from which the services are supplied.
- 4.4. "Contract Price" means the price shown in Annexure "A" to the contract.
- 4.5. "Equipment/Stores" means "VHF (AM) Vehicle Mount Transceiver" and all other items to be supplied by the Supplier in accordance with Annexure "A".
- 4.6. "Inspecting Authority" means the Director CNS, Headquarters Civil Aviation Authority, Terminal No. 1, Jinnah International Airport, and Karachi, Pakistan.
- 4.7. "Inspecting Officer" means AdID. EED JIAP Karachi.
- 4.8. "Purchaser" means the Civil Aviation Authority of Pakistan (Headquarters), Terminal No.1, Jinnah International Airport, Karachi-75200, Pakistan.
- 4.9. "Supplier" means M/s. Azam Enterprises
- 4.10. Indentor: Additional Director Tele. & Elects., HQCAA, JIAP, Karachi
- 4.11. Indent No: (PR) 2421 dated 18-12-2023
- 4.12. Schedule of Stores: As per Annexure - "A"
- 4.13. Performance Bond: Annexure - "B"
- 4.14. Head of Account: 1352T255 F.Y. 2023-24

Now, therefore, this contract witnessed as under: -

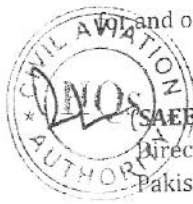
IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT AT KARACHI ON THE DATE MENTIONED ABOVE.



For and on behalf of the Supplier

M/s. Azam Enterprises

[Signature]



For and on behalf of the Purchaser

(SAEED AHMED BUTT)

Director CNS

Pakistan Civil Aviation Authority

[Signature]

WITNESS FROM SUPPLIER

1. *[Signature]* only sign.
42201-3565693-9 CHIC #
Umail muktad NAME

WITNESS FROM PURCHASER

2. *[Signature]*

Distribution

- | | |
|--------------------------------------------------------------|--------|
| 1. OIC Logistic Center (South) JIAP Karachi | 1 Copy |
| 2. Additional Director Finance (Proj.) HQ CAA, JIAP, Karachi | 1 Copy |
| 3. Additional Director Tele. & Elects. HQCAA, JIAP, Karachi | 1 Copy |
| 4. AdID. EED JIAP Karachi | 1 Copy |
| 5. M/s. Azam Enterprises | 1 Copy |

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. **Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a) **"Authority"** means Public Procurement Regulatory Authority.
- b) The **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
- c) The **"Contract"** means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- d) The **"Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the SCC.
- e) **"Completion"** means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- f) **"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
- g) The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- h) **"Defective Goods"** are those goods which are below standards, requirements or specifications stated by the Contract.
- i) **"Delivery"** means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
- j) **"Effective Contract date"** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.
- k) **"Procuring Agency"** means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
- l) **"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- m) **"GCC"** means the General Conditions of Contract contained in this section.
- n) **"Intended Delivery Date"** is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
- o) **"SCC"** means the Special Conditions of Contract.
- p) **"Supplier"** means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
- q) **"Procurement Name"** means the name of the procurement stated in SCC.
- r) **"Day"** means calendar day.
- s) **"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- t) **"End User"** means the organization(s) where the goods will be used, as named in the SCC.
- u) **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- v) **"Force Majeure"** means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

w) **"Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

The **Supplier's Bid** is the completed Bid document submitted by the Supplier to the Procuring Agency.

Application and interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.



2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Form of Contract,
- (2) Special Conditions of Contract,
- (3) General Conditions of Contract,
- (4) Letter of Acceptance,
- (5) Certificate of Contract Commencement
- (6) Specifications
- (7) Contractor's Bid, and
- (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Conditions Precedent

3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -

- a) Submission of performance Security (or guarantee) in the form specified in the SCC;
- b) Furnishing of Advance Payment Unconditional Guarantee.

3.2 If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;

3.3 If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.

4. Governing Language

4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

5. Applicable Law

5.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

6. Country of Origin

6.1 The origin of Goods and Services may be distinct from the nationality of the Supplier.

7. Standards

7.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan

8.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

8.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.

8.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

8.4 The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the procurement to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.

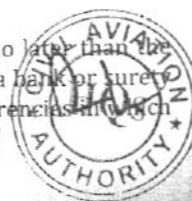
9. Patent and Copy Rights

9.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

10. Performance Security (or Guarantee)

10.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.



10.2 The proceeds of the Performance Security (or 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.

10.3 The Performance Security (or Guarantee) shall be in one of the following forms:

- a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
- b) A cashier's or certified check.

10.4 The performance security (or 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 specified in SCC.

11. Inspections and Test

11.1 The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

11.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.

11.4 The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

11.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

13. Delivery and Documents

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.

13.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP", "FOR" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

13.3 Documents to be submitted by the Supplier are specified in SCC.

14. Insurance

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

15. Transportation

15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.



15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Installation Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

16. Related Services

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

16.2 Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17. Spare Parts

17.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts:
 - i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

18. Warranty/ Defect Liability Period

18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.

18.2 This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

18.3 The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

18.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

19. Payment

19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic form, provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 19.1 and upon fulfillment of other obligations stipulated in the Contract.



19.3 Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.

19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

19.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4

20. Prices

20.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.

21. Change Orders

21.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

22. Contract Amendments

22.1 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.

22.2 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22.3 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. Assignment

23.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

24. Sub-contracts

24.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

24.2 Subcontracts must comply with the provision of GCC Clause 5.

25. Delays in the Supplier's Performance

25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26. Liquidated Damages

26.1 Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies



under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 27.

27. Termination for Default

27.1 The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 26; or
- b) the Supplier fails to perform any other obligation(s) under the Contract;
- c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
- d) the supplier has abandoned or repudiated the contract.
- e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
- g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
- h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

27.3 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 27.4, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28. Termination for Force Majeure

28.1 Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent).

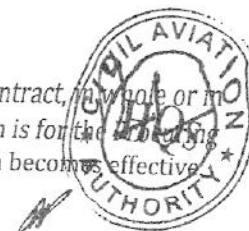
28.2 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Termination for Insolvency

29.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which accrued or will accrue thereafter to the Procuring Agency.

30. Termination for Convenience

30.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.



30.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and / or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

31. Disputes Resolution

31.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

31.2 After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

32. Procedure for Disputes Resolution

32.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.

32.2 The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

33. Replacement of Arbitrator

33.1 Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.

34. Limitation of Liability

34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

35. Notices

35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.

35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36. Taxes and Duties

36.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.



Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1 (d)	The commencement date of the contract shall take effect from the date of signing of the contract.
2.	1.1 (g)	The "Contract Price" is the total contract value stated in Annexure "A" BOQ / Schedule of Stores of the contract and Form of Contract.
3.	1.1 (j)	The contract shall be Effective from the date of signing of the contract.
4.	1.1(k)	The Procuring Agency is: <u>PAKISTAN CIVIL AVIATION AUTHORITY HEADQUARTERS, TERMINAL-I, JIAP, KARACHI</u>
5.	1.1(n)	Intended delivery date: The delivery period under the contract is 60 days with effect from the date of signing of the contract.
6.	1.1(p)	The Supplier is: [M/s. Azam Enterprises]
7.	1.1(q)	The title of the subject procurement is: <u>PROCUREMENT OF Q1Y.45 VHF (AM) VEHICLE MOUNT TRANSCEIVERS (09 WATTS) FOR ATC COMMUNICATION PCAA AIRPORTS</u>
8.	1.1(t)	End User means PAKISTAN CIVIL AVIATION AUTHORITY
9.	1.1 (w)	"Specification" means the specification of goods and performance of incidental services (if any) as stated in Annexure "A" BOQ / Schedule of Stores of the contract.
Application and Interpretation (GCC 2)		
10.	2.3	The documents forming the Contract shall be interpreted in the following order of priority: a) This form of Contract; b) The Special Conditions of Contract; c) The General Conditions of the Contract; d) Letter of Intent (LOI) (if any) e) The Schedule of Requirements (BOQ of Contract); f) The Technical Specifications; g) The Procuring Agency's Letter of Acceptance; and h) The Form of Bid and the Price Schedule submitted by the Bidder
Conditions Precedent (GCC 3)		
11.	3.1	The contract shall come into effect from the date of signing of contract by both parties. The supplier is required to submit non-judicial stamp papers and performance bond as per GCC clause 10 and SCC clause 16-18.
12.	3.3	No certificate of commencement is required under this contract. The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties.



		Governing Language (GCC 4)
13.	4.1	The Governing Language shall be: ENGLISH
		Applicable Law (GCC 5)
14.	5.1	The Applicable Law shall be: Laws of the PAKISTAN
		Country of Origin (GCC 6)
15.	6.1	Country of Origin: Japan
		Performance Security (or guarantee) (GCC 10)
16.	10.1	In addition to GCC clause 10.1: - For due, satisfactory and timely supply of the Equipment or Stores, the Supplier shall furnish to Civil Aviation Authority a Performance Bond or Security Deposit of 10% (Ten percent) of the total value of the contract at the time of signing of this contract. The Supplier shall keep the Performance Bond or Security Deposit valid till satisfactory completion of the contract, including the completion of warranty period.
17.	10.3	This Performance Bond or Security Deposit shall be in shape of: - (a) Demand Draft or Pay Order in the name of Civil Aviation Authority, Karachi from any scheduled bank of Pakistan. OR (b) Bank Guarantee from a bank acceptable to CAA on approved format
18.	10.4	(a) The Supplier shall have no claim against the Purchaser in respect of interest on Security Deposit or depreciation of currency, what so ever. (b) On satisfactory performance of the contract and completion of warranty period, as applicable, the Security Deposit / Performance Bond in shape of Pay Order or Bank Guarantee will be returned to the Supplier upon request. (c) In case of unsatisfactory performance of the Supplier or in the event of any breach of terms, given in the contract till completion of warranty period, the Purchaser may forfeit the Security Deposit or en-cash the Performance Bond in all or in part as deemed fit and proper by the Purchaser.
		Inspections and Tests (GCC 11)
19.	11.6	(1) An inspection of the Stores be arranged at EED JIAP Karachi (or at the Supplier premises) by Inspecting Officer or his representative to check the quality of the Stores (as define in the technical specification), and the Inspecting Officer will sign or issue the acceptance or rejection certificate. (2) Where the items have been delivered after the expiry of delivery period, or beyond the provisions of partial delivery or any other provision where in complete delivery of items is required to be made by the supplier, it must be ensured that the complete items qualify the inspection by the purchaser as per the requirement. If in case of partial quantity of the items fails during inspection under the scenario, the complete delivery shall be deemed to be rejected and the effective date of complete delivery and acceptance shall be considered after items have been replaced by the Supplier subject to inspection (3) Rejected Stores, if left uncollected at the Purchaser i.e., Pakistan Civil Aviation Authority's premises, shall be at the Supplier's risk and expense. Damaged Stores shall not be accepted. The Supplier shall remove the rejected or damaged Stores within 7 days at his expense. (4) The inspection can also include SAT, or any combination thereof specified in the contract (if any).



Packing (GCC Clause 12)		
20.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing.</p> <p>The goods shall be duly and appropriately packed in original manufacturer packing. No loose Stores shall be accepted at the time of delivery. It will be the sole responsibility of supplier to ensure that the goods are packed in appropriate way for stowage, handling, loading, transportation, and un-loading, installation, or any other requirement.</p>
Delivery and Documents (GCC Clause 13)		
21.	13.1 (a)	<p>The Supplier shall deliver the stores, mentioned in Annexure "A" to the consignee within 60 days from the date of signing of the contract.</p> <p>The supplier shall deliver the goods with the delivery challan and other requirements as are finalized at the time of signing of contract.</p>
22.	13.1 (b)	Part Delivery / Part Payment is allowed within the time frame described in GCC 13.1 (a) above.
Insurance (GCC Clause 14)		
23.	14.1	Complete responsibility of any nature of risk whatsoever shall be with the supplier till the delivery / installation of equipment at the location specified by the procuring agency under the contract.
Transportation (GCC Clause 15)		
24.	15	The supplier shall be completely responsible to ensure safe transportation of goods in appropriate way for handling, loading, transportation, and un-loading, installation, or any other requirement till the final destination / consignee as per contract.
Related Services (GCC Clause 16)		
25.	16.1	The supplier shall be responsible to perform all incidental services as mentioned in the BOQ / Schedule of Stores (if any).
Spare Parts (GCC Clause 17)		
26.	17.1	The supplier shall provide the Spare Parts as mentioned the BOQ / Schedule of stores (if any) within the prescribed delivery period.
Warranty (GCC Clause 18)		



27.	18.2	<p>GCC Clause 18.2—In partial modification of the provisions, the following shall be complied:</p> <p>The Supplier shall warranty the Stores for a period of <u>(One (01) Year warranty from the date of issuance of CRV by PCAA</u>. (Free of cost replacement with same Brand and Specifications) whichever is applicable, against any design or manufacturing defect, bad workmanship or faulty material.</p> <p>In case of any defect, fitment problem or discrepancy of any nature whatsoever, the Supplier shall replace defective Equipment and/ or Store free of cost. In case supplier fails to replace the defective Store and or Equipment within 45 days of intimation by the Purchaser, the Supplier shall refund the cost of the Stores in currency in which received within 15 days, after the above mentioned 45 days, otherwise the Purchaser shall have the right to take action under GCC clause 27 of the contract and/ or forfeit the Performance Bond or Security deposit.</p> <p>The warranty period shall commence from the date of issuance of CRV by PCAA.</p>
28.	18.4&18.5	Turnaround time for rectification should not be more than 45 days
		Payment (GCC Clause 19)
29.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment under the contract shall be made in <u>Pakistani Rupee (PKR)</u> after successful delivery (and installation, training, commissioning as specified in the contract, if any) by supplier as per contract subject to inspection and acceptance of items by Procuring Agency and submission of complete & accurate bill by supplier along with requisite documents. However, the payment terms, milestones, conditions etc. may be mutually decided with the most advantageous bidder during contract signing stage.</p>
30.	19.2	<p>The Supplier shall submit the following documents in original / copy (as specified) to Additional Director Log (ANS) HQ CAA IAP, Karachi, for processing payment against the contract: -</p> <ol style="list-style-type: none"> Original Bill/invoice (in triplicate). Original Sales tax invoice. Copy of Contract & Amendment (if any). Copy of CRV Copy of NTN Certificate & Active Taxpayer Evidence (Sales Tax). Copy of professional Tax Certificate (2023-2024) Original Bank Account Detail. Original Installation & Commissioning Certificate / Job Completion Certificate (Where applicable) Original Training Certificate (Where applicable) Original SAT Certificate <p>In case of Imported items where Tax exemption has been claimed, the following documents shall also be submitted by supplier in addition to documents specified above:</p> <ol style="list-style-type: none"> Copy of Bill of Entry / Customs import documents.(GD-I) (the purchaser reserves the right to verify the GD through online Customs / WEBOC portal for which the supplier may be asked to detail a representative for verification on WEBOC system). Original Affidavit on (stamp paper) for Exemption of Income Tax. Original Undertaking Exemption of Income Tax on letter head.



31.	19.3	<p>(a) Payments of the stores shall be made within 60 days upon issue of receipt voucher indicating receipt of the store by the purchaser without any discrepancy / defect and submission of bill with complete documents without any error / omission / discrepancy or any defect.</p> <p>(b) The supplier shall be responsible for completeness and genuineness of the documents / invoices submitted for payment. The procuring agency shall not be responsible for non-payment / late payment of invoices if incomplete / inaccurate documents are submitted by supplier.</p> <p>(c) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial Service Tax and submit an under taking that all Government taxes for the supply of goods (and allied services if any) have already been paid or submit proof of such payments at the time of submission of bills for payment.</p>
32.	19.4	The currency of payment shall be Pakistani Rupee (PKR).
33.		There shall be no interest on the late payment made by Procuring Agency. However, procuring agency will make payments subject to the conditions that the payment / billing documents submitted by the supplier are clear, accurate, as per the deliverables, free from any error or defect and are wholly complete in all respects.
Prices (GCC Clause 20)		
34.	20.1	<p>There shall be no adjustment of prices except any change / modification in taxes by Govt and deletion of item (or service) or reduction of quantity as mutually agreed. The decision of Procuring Agency in this case shall be final and binding. An amendment to the contract will be required as per GCC Clause 22 (SCC Clause 36).</p> <p>The prices mentioned in Annexure "A", are firm and final subject to condition above.</p>
Change Orders (GCC Clause 21)		
35.	21.2	The specification of items in BOQ may be changed / modified to offer higher / better / upgraded model on request of supplier subject to acceptance and decision of purchaser. The supplier may be asked to produce all relevant documentation from OEM in this context.
Contract Amendments (GCC Clause 22)		
36.	22.1	<p>The contract may be amended or modified with the mutual consent and/or agreement in writing by both the parties to the contract.</p> <p>The provisions of GCC clauses 13, 20, 21, and 36 along with SCC Clauses 21, 34, 35 and 45 or any other clauses can be amended with mutual consent.</p>
Sub-contracts / Subcontracting (GCC Clause 24)		
37.	24	Subcontracting is not allowed under this contract and the supplier having submitted the most advantageous bid and awarded the contract shall be responsible for complete execution of contract.
Delay in the Supplier's Performance (GCC Clause 25)		



38.	25.2	<p>(a) If the delay in supplier's performance is due to any event falling under GCC Clause 1.1(v) Force Majeure, the supplier shall submit the request with complete and accurate documents along with timeline of events for consideration by purchaser.</p> <p>(b) The supplier's request along with documentary evidence may be evaluated by the purchaser to ascertain if the grounds for delay are established by supplier pursuant GCC Clause 1.1(v) Force Majeure. If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 22 and SCC Clause 36.</p>
Liquidated Damages (GCC Clause 26)		
39.	26.1	<p>i. The Purchaser shall have the right to impose liquidated damages at the rate of two percent (2%) per month of the value of the late delivered Stores, (installation / commissioning, training or any part thereof) (if any) for the period exceeding the delivery period, subject to the provision that the total amount thus levied shall not exceed ten percent (10%) of total Contract value of the late delivered Stores (including SAT). The Liquidated damages shall not be imposed if the supplier completes the contract execution within the grace period (after the delivery period) i.e. 10% of the delivery period <u>but not exceeding 06 Days</u>. However, if the contract execution is delayed beyond the grace period, then the grace period shall also be included in delay period for the calculation of L.D charges.</p> <p>ii. The liquidated damages shall not be applicable or partly applicable if the grounds for delay are established by supplier pursuant GCC Clause 1.1(v) Force Majeure, subject to acceptance by purchaser. If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 22 and SCC Clause.</p>
Termination for Default (GCC Clause 27)		
40.	27.5	<p>In addition to GCC clause 27:- If the Supplier fails to deliver the Stores/Equipment (or services if any) or any part thereof to the Consignee within the prescribed period or within such extended period as may be agreed in writing by both the parties, the Purchaser shall on expiry of grace period i.e. 10% of the Delivery period be entitled to take either of the following actions:-</p> <p>(a) To cancel / terminate the contract and / or forfeit the Security Deposit as per SCC Clause 18 { 10.4(c) } of this contract after giving 'seven days' written notice to the Supplier and / or initiate case for blacklisting as per PPRA rule 19 (where applicable).</p> <p>OR</p> <p>(b) To cancel the contract and or purchase from elsewhere the defective or the un-supplied Stores at the risk and expense of the Supplier, after giving him 'seven days' written notice. The Supplier shall be liable for any loss, which the Purchaser may sustain on this account, but shall not be entitled to any gain on repurchase.</p> <p>In such scenario, the purchaser reserves the right to recover the amount from any pending bill / payment or performance guarantee of the supplier from any contract / purchase order of supplier across PCAA.</p>
Dispute Resolution (GCC Clause 31)		
	31.2	<p>In case of any difference or dispute arising between the Purchaser and the Supplier in respect of the interpretation, conduct or performance of any terms & conditions of this contract, the same shall be referred to DG CAA (arbitrator) for decision, which shall be final and binding upon both the parties to this contract.</p>



Procedure for Dispute Resolution (GCC Clause 32)		
42.	32.3	<p>1.If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier 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 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 28 (twenty eight) days following a notice sent by one Party to the other Party in this regard.</p> <p>2.At future of negotiation the dispute shall be resolved through mediation and mediator which shall be DGCAA.</p>
43.	33.1	<p>a) 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 [KARACHI] and proceedings will be conducted in - [ENGLISH] language.</p> <p>b) The cost of the mediation and arbitration (external) 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.</p> <p>c) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>d) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise mutually agreed.</p>
Notices (GCC Clause 35)		
44.	35.1	<p>— Procuring Agency's address for notice purposes: Logistics ANS Branch, Civil Aviation Authority of Pakistan (Headquarters), Terminal No.1, Jinnah International Airport, Karachi, Pakistan</p> <p>—Supplier's address for notice purposes: M/s. Azam Enterprises Address.: Ploy No. F-34/1, Block-9, scheme-5, Clifton, Karachi-Pakistan.</p>
Taxes and Duties (GCC Clause 36)		
45.	36	<p>Taxes and Duties</p> <p>36.4. During the validity of this Contract, price adjustment may be made for imposition of any new taxes by Govt or applicability / change of existing taxes as per applicable Laws.</p> <p>36.5. Adjustment in Contract price may be made in case of increase / decrease in rate of applicable taxes validity of the Contract.</p>



SCHEDULE OF STORE

**PROCUREMENT OF QTY.45 VHF (AM) VEHICLE MOUNT TYPE
TRANSCIVERS (09 WATTS) FOR ATC COMMUNICATION
CONTRACT NO. HQCAA/1992/228/XXLN**

M/s. Azam Enterprises

S.No.	QTY.	DESCRIPTION	UNIT PRICE (PKR)	TOTAL AMOUNT (PKR)
1	45	VHF AIR BAND TRANSCEIVER MODEL : IC-A120 BRAND : ICOM INC. MADE IN JAPAN NO OF CHANNELS: 200 NOS OUT PUT POWER: 9 WATT FREQ RANGE: 118 TO 136.992 MHZ COMPLETE RADIOS WITH THE FOLLOWING ACCESSORIES	482,374.56	21,706,855.20
2	45	PALM MICROPHONE BRAND : ICOM		
3	45	DC POWER CORD BRAND : ICOM		
4	45	RADIO BRACKET BRAND : ICOM		
5	45	COAXIAL CABLE RG-58/U LENGTH (15 FT) WITH CONNECTOR		
6	35	AIRBAND ANTENNA FOR VEHICLE RADIO MODEL : MC-101S BRAND : DIAMOND ANTENNA, JAPAN FREQ RANGE: 117 TO 174 MHZ; GAIN: 3.4 db; MAX. POWER RATING: 200W		
7	10	FIXED DIPOLE ANTENNA MODEL: BC-100S BRAND: DIAMOND ANTENNA, JAPAN FREQ RANGE : 115 - 174 MHZ; GAIN: 3.4dBi; MAX. POWER RATING: 100W; LENGTH: 1.7 METER		
8	01	VHF TRANSCEIVER PROGRAMMING KIT SOFTWARE WITH LAPTOP (INTEL 12TH GENERATION WITH LICENSED WINDOWS 11, 15" SCREEN		



1/2



9	02	MANUALS <ul style="list-style-type: none">SERVICE / MAINTENANCE MANUAL (PRINTED COPIES & SOFT COPIES ON USB)		
10	02	<ul style="list-style-type: none">OPERATION / USER MANUAL (PRINTED COPIES & SOFT COPIES ON USB)		
11	45	<ul style="list-style-type: none">OPERATION / USER MANUAL (COPIES)<INSIDE RADIO BOX>		
12		WARRANTY <ul style="list-style-type: none">12 Months manufacturer warranty for equipment from the date of issuance of CRV		
Total Amount inclusive of GST @18%			21,706,855.20	

F.O.R RUPEES TWENTY -ONE MILLION SEVEN HUNDRED SIX THOUSAND EIGHT HUNDRED FIFTY FIVE PAISAS TWENTY ONLY



2/2

INTEGRITY PACT

Annexure - C

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

Contract Number: HQCAA/1992/228/XXLN

Contract Value : Rs. 21,706,855.20

Contract Title: Proc. of Qty.45 VHF (AM) Vehicle Mount Transceivers (09 Watts)

Contract Date

[M/s. Azam Enterprises] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

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

SELLER


(M/s. Azam Enterprises) Karachi


BUYER


(SAEED AHMED BUTT)
Director
Pakistan Civil Aviation Authority




Head Quarters
Pakistan Civil Aviation Authority
Logistics ANS Branch
Karachi -75200
Tel:021-9907-2264
Fax: 021-99242675

email: humayun.azhar@caapakistan.com.pk

Ref: HQCAA/1992/228/XXLN 1/M

Dated 31 May, 2024

I/T NO. HQCAA/1992/228/XXLN
PROCUREMENT OF QTY.45 VHF (AM) VEHICLE MOUNT TRANSCEIVERS (09 WATTS)
FOR ATC COMMUNICATION PCAA AIRPORTS

1. Reference is made to your bid submitted against subject procurement case.
2. Enclosed herewith please find the final evaluation report for the subject procurement as per PPRA rule 35.
3. Kindly acknowledge receipt.

Encl As stated.

all


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

M/s. Pakistan Mobile Communications Ltd. (PMCL)-Jazz
Jazz Digital Headquarter, DHQ-1
1-A Kohistan Road, F-8 Markaz,
Islamabad-Pakistan
Tel:051-2817533
Fax:051-2817551
Mobile:0307-1532641
Email:salman.saad@jazz.com.pk




FINAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

37B

1. Name of Procuring Agency: PAKISTAN CIVIL AVIATION AUTHORITY
2. Method of Procurement: Single Stage Two Envelope Bidding Procedure
3. Title of Procurement: PROCUREMENT OF QTY.45 VHF (AM) VEHICLE MOUNT TRANSCIVERS (09 WATTS) FOR ATC COMMUNICATION PCAA AIRPORTS
4. Tender Inquiry No.: HOCAM/1992/228/XCLM
5. PPRA Ref. No. (TSE): P-5290501
6. Date & Time of Bid Closing: 17-01-2024 @ 10:30 AM
7. Date & Time of Bid Opening: 17-01-2024 @ 11:00 AM
8. No of Bids Received: Two (02)
9. Criteria for Bid Evaluation: Compliance Based
10. Details of Bid(s) Evaluation:

Sl. No.	Name of Bidder (s)	Marks		Total Evaluated Cost	Rule/Regulation/SED/Policy/ Basis for Technical Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
		Technical (if applicable)	Financial (if applicable)		
i.	M/s. Azam Enterprises	Compliant	Compliant	Rs. 24,706,355.29	Most Advantageous bid as per Rule-2(h) (i) of PPR - 2004
ii	M/s. Pakistan Mobile Communication Ltd. Jazz	Non-Compliant			Non-Compliant

*Standard Bidding Documents (SBD).

Most Advantageous Bidder: (a) M/s. Azam Enterprises

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

Signature

Official Stamp:

THUMAS KHAN SIDDIQUI
Deputy Director (General)
HQA, Civil Aviation Authority

HEADQUARTERS, CIVIL AVIATION AUTHORITY
(Telecom & Electronics Branch)

**PROCUREMENT OF
VHF (AM) VEHICLE MOUNT TRANSCEIVERS (9-10 W)
FOR PCAA AIRPORTS**

Proposals are invited for procurement / supply of Qty. 45 VHF (AM) R/T for airstrip Vehicle of various PCAA airports. The mobile radio units will be supplied with mounting brackets on the vehicle dashboard and powered with 12 VDC from the vehicle battery. All radio units shall be programmable and have an alphanumeric keypad and display making it simple and intuitive to use.

S.No	Required Operational & Technical Parameters	Qty.	Compliance by OEM	Remarks (Technical/ Operational Parameters of the Offered Equipment)
1.	GENERAL INFORMATION			
1.1.	Name of the Firm			
1.2.	Firm Address			
1.3.	Contact No.			
1.4.	Name of Principal / OEM			
1.5.	Principal's Address			
1.6.	Make & Type of the offered Equipment			
1.7.	Model No. (Specify)			
1.8.	Country of Origin (OEM) HQ			
1.9.	Country of Manufacture (Specify)			
1.10.	Make & Type of the offered equipment as latest version complaint to international technical and quality Standards. (Specify)			
1.11.	Bidder to fill and submit this Technical Specifications compliance document with their technical bid duly authenticated and stamped by the OEM.			
1.12.	The bidder is required to submit Authorization Certificate from the OEM.			
1.13.	Bidder to ensure technical support through manpower during warranty Period. (Certificate of Support is required to be submitted).			
1.14.	The Bidder should ensure 1 years Life of the Equipment and its accessories after installation and commissioning.			
1.15.	Attach relevant brochures with technical details.			
1.16.	Bidder should submit OEM certificate for availability of spares for 10 years.			
1.17.	Similar equipment from OEM must already be satisfactorily in use at international Airports. International Clientele List (of Airports), with Minimum 05 Clients, is required to be submitted.			
1.18.	The Bidder shall submit an Affidavit that the Bidder is not blacklisted by any Government/Semi Government/Autonomous organization.			
1.19.	The validity of bids should not be less than 90 days from the date of opening of technical bid.			

PROCUREMENT OF VHF (AM) VEHICLE MOUNT TRANSCEIVERS (9-10 W) FOR PCAA AIRPORTS

2. OPERATIONAL & TECHNICAL SPECIFICATIONS:				
2.1	Branded VHF (AM) Transceiver (9 to 10 Watts) Vehicle Mount Type from International reputable manufacturer. The sets shall include: i) Microphone ii) Vehicle Mounting Kit with each Transceiver iii) Mounting Bracket kit / Coaxial Cable 15 ft, RG-58U & Connectors.	45		
2.2	Mobile Whip Antenna	35		
2.3	Fixed Dipole Antenna (SCB/LB Type).	10		
2.4	<ul style="list-style-type: none"> a. Frequency Range: 118.00 to 136.975 MHz b. Channel Spacing: 25 and 8.33 KHz c. (Default 25 KHz separation) d. Frequency Generation : Synthesized e. Frequency Stability: ± 5 ppm f. Mode: AM (A3E) g. Number of Memory Channels: 32 h. Operating temperature: -20 °C to +55 °C i. Operation: 12 VDC to 13.80 VDC Operated j. Current Drain: Tx. 5 A (max) or better, k. Rx. 4A (max) or better l. (Standby : 260mA) m. Duty Cycle 100% on continuous operation (below 40 °C) n. Built-in speaker: 1 watt or better o. Protected against: Antenna open / short <ul style="list-style-type: none"> i. low supply voltage ii. over temperature 			
2.5	Front panel: LED/ LCD display for monitoring / Alarms Microphone socket Built in Test Equipment Volume Control / Channel Selection			
2.6	Rear Panel: Standard antenna connector 50 ohms N type / PL-259 Female. AC / DC power connectors and associated switches External speaker output connector			
2.7	Transmitter: <ul style="list-style-type: none"> a. RF power output: 9 to 10 Watts b. Modulation Type: AM (A3E) c. Frequency stability: (<5PPM) d. Distortion: < 5 % at 90 % Modulation e. Modulation depth : M>0.9 and <1 f. Hum & Noise. >40dB and <60dB at 90% mod. g. Spurious Emission: < 90 dBc h. Harmonic Emission: <80 dBc i. Keying time. < 50.0ms 			

2.8	Receiver:			
	a. Receiver System: Double Conversion Super-Heterodyne			
	b. Intermediate Frequency (Lower): 1 st 38.85 MHz (Upper) 2 nd 450 KHz			
	c. Sensitivity (at 6dB S/N): < 1µV on 30% mod			
	d. Squelch Operation: Adjustable < 0.5 uv at threshold.			
	e. Spurious Response Rejection: >90 dBc			
	f. Audio Output Power: > 10 W (at 4 / 8 Ω)			
	g. Side Tone: > 100 mW (at 600Ω Line o/p)			
	h. Hum and Noise: > 25 dB			
	i. Audio Output Impedance: Ext. Speaker (4 to 8Ω)			
2.9	ACCESSORIES			
	a. Microphone: 600 ohms dynamic less than 2mV	45		
	b. Microphone Hanger and Screw Set	45		
	c. DC Power Cable (3 m (10ft)) with 10 A Fuse	45		
	d. Software / Hardware Tool (if applicable): Transceiver Programming Kit including i. Laptop Computer ii. Software Application USB iii. Programming Cables.	01 set		
3.0	SPARES (COST MAY NOT BE INCLUDED IN THE TOTAL BID PRICE): (OPTIONAL)			
	a. Main Printed Circuit Board			
	b. Front Display PC Board			
	c. Hand held Microphone			
	d. Any other module/ LRU/ critical spare as per recommendation of OEM/ Bidder			
4.0	MANUALS:			
	a. Service / maintenance manual (Original printed & Soft copies on USB)	02		
	b. Operation/ User manual (Original Printed and Soft Copies on USB)	02		
	c. Operation/ User manual (Copies)	45		
5.0	DEMONSTRATION.			
	Demonstration of offered model to verify compliance to specification within two weeks after opening of technical bid.			
6.0	ACCEPTANCE OF EQUIPMENT:			
	After delivery of equipment against contract the same shall be accepted after successful operational testing at CAA Electronics Engineering Depot (EED)			
7.0	WARRANTY:			
	12 months' manufacturer warranty for equipment from the date of issuance of CRV.			

Signature

PROCUREMENT OF VHF (AM) VEHICLE MOUNT TRANSCEIVERS (9-10 W) FOR PCAA AIRPORTS



DATE OF BID OPENING: 17-01-2024

PPRA TENDER NO. TS-529050E