



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

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO BIDDERS**  
**(FOR)**

**Tender No PACB/751/190617016/0972/P-2**  
Directorate of Central Procurement  
Pakistan Aeronautical Complex Board  
Kamra Distt. Attock  
Tel: +92-051-90990-2543, 2244  
Fax: +92 (057) 9317491  
Email: adcp@pac.org.pk

18 July, 2017

**PAC & PPRA Websites**

Dear Sir,

1. I invite you to tender for Certification of (already AS 9100 Rev "C" certified) four PAC factories according to details in the attached **Schedule to Tender** (Annexure "C")
2. **CONDITION GOVERNING CONTRACTS.** The "Contract" made as a result of this Tender Inquiry shall mean the agreement entered in to between the parties i.e. the "Purchaser" and the "Seller" on PACB Contract Form (PACB – 003) in accordance with the law of contract Act, 1872 and those contained in PAC purchase procedures and other special conditions that may be added to given contract for PAC AS Certifications specified therein.
3. **DELIVERY OF TENDER.**
  - (a) **Technical Offer:** It shall contain all relevant specifications along with essential literature / brochure in duplicate in a separate envelope and clearly marked "**Technical Offer without prices**", tender number and date of opening.
  - (b) **Commercial Offer:** It shall indicate prices quoted in figures as well as in words and clearly marked on face of a separate envelope "**Commercial Offer with prices**", tender number and date of opening.

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

4. **FORM PACB - 002A & PACB - 002B:** Form **PACB - 002A & PACB - 002B (Annexure D & E)** duly filled-in are to be returned with the offer duly signed by the authorized signatory person.

5. **SINGLE/MULTIPLE OFFERS:** Only one offer can be made in relevant currency for same item / service. Multiple rates, if quoted, will be rejected. Multiple quotation against the tender will also be rejected.

6. **DATE & TIME FOR RECEIPT OF TENDER:** The tender must reach DCP PAC Kamra by the date and time specified in the **Schedule to Tender** (PACB – 002A attached). Tenders received after the appointed time will, NOT be entertained. The appointed time will, however fall on next working day in case of closed/forced holiday. Telegraphed / Faxed / Telexed bids will be rejected unless specifically asked for. Tender can also be sent through courier however you are required to intimate this office (DCP) regarding dispatch of quotation through courier giving details of the courier through fax so that courier service may be tracked to ensure your participation in the Tender. In case tender is despatch by courier than same should reach DCP, PAC Board at least 01 day prior to tender opening date. You or your representative may also attend the proceeding (Name / Designation of attendees” along with copy of CNIC will be required 03 days prior to tender opening date for arranging entry).

7. **DELIVERY PERIOD:** AS Certifications are required within minimum possible delivery period but **not later than October, 2017**. Offers with minimum delivery period are likely to be preferred. However delivery period is to be factual as no extension will be subsequently granted except under unavoidable circumstances beyond control of SELLER or under Force Majeure for which intimation with full justification / evidences is to be dispatched well in advance for consideration.

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

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

10. **VALIDITY OF QUOTATION:**The quotation be valid till **30 June, 2018**.

11. **TECHNICAL LITERATURE AND SPECIFICATIONS:**

Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. **Firms may contact Tel Ext 051-90990-5290, 5283 & 5286 or Directorate of Logistics, AMF PAC Kamra District Attock. (Email: [amflog@pac.org.pk](mailto:amflog@pac.org.pk) or [sdqamf@pac.org.pk](mailto:sdqamf@pac.org.pk))**

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

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

14. **PRICES** The prices quoted must be as per certification services provided for three years as shown in the "Schedule to Tender" inclusive of sales tax/excise duty and surcharges. The breakdown of taxes/excise duty is to be indicated separately. The prices must be stated for each of the audit services separately both in figures and words in Pak currency. Over writing / erasing in prices will be rejected.

15. **DISQUALIFICATION:** Offers are liable to be rejected if: - **(Please Read Carefully)**

- (a) There is deviation from any instruction described in this invitation to tender.
- (b) Offers are found conditional or incomplete in any respect.
- (c) Multiple rates are quoted against one item.
- (d) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (e) **Annexure "A", Form PACB-002A (Annexure "D") and PACB-002B (Annexure "E")** duly filled – in and signed by the Tenderers are not received with the offer.
- (f) Offer received later than appointed time and date.
- (g) Over writing /erasing in prices.
- (h) Change in prices by the supplier after opening of commercial offers unless asked by Directorate of Central Procurement PAC Board.
- (j) Validity of offer is not quoted as required in IT or made subject to confirmation letter.
- (k) Offers not accompanied with prescribed tender/ Challan fee of Rs. 100/-
- (l) Bid Security not provided.
- (m) Offer with condition.

16. **PAYMENT:**

100% payment against CRV"s with 10% Performance Bank Guarantee.

17. **BANK GUARANTEE:** Bank Guarantee up to 10% will be provided on the award of contract under the provision of **PACB – 10** (General Condition Governing Contracts).

18. **TENDER OPENING:** Only authorized person of firm will be allowed to attend tender opening.

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

**20. TREASURY CHALLAN:** Offer must be accompanied by Challan Form No. F-32A of Rs, 100/- obtained from State Bank of Pakistan/ Govt treasury under "**Departmental Receipt Major Head 1221000**" CMA (ISO"s) Rawalpindi on behalf of "Director Central Procurement PAC Board Kamra". Only one offer can be made for same item on one Challan. Multiple offer / rates, if quoted will be rejected.

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

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

**23. BID SECURITY:** The Bid Security@ 5% (not exceeding 0.150 M) will be deposited by all firms. Bid Security will be deposited in favour of CMA (ISO) in the form of CDR / Pay order / Demand draft only at the time of opening tenders (with technical quotation), in a separate envelope. Bid Security will be returned to all firms except three commercially lowest bidding firms on finalization of commercial quotes. Whereas Bid Security to the 2nd and 3rd commercially lowest bidders will be returned on signing of the contract. Bid Security of the contract concluding firm will be returned on submission of bank guarantee and on receipt of performance bank guarantee acceptance certificate from CMA. Quotations once submitted cannot be withdrawn (Partially/Fully) during validity of the quotation. Firms not complying with the said instructions would be liable for disciplinary action beside forfeiture of the earnest money.

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

**24. PHOTO COPIES OF DOCUMENTS:** Following information"s / copies of document must be provided with offer: -

- (a) A copy of letter showing firm"s financial capability.
- (b) Photo copies of General Index number (GIN) and National Tax number (NTN).

**25. DOCUMENTS REQUIRED:** Following information"s / copies of document must be provided with Tender: -

- (a) Photo copies of valid registration and indexation of foreign principal with PACB/DGDP applicable to the AS Certification.

- (b) A copy of letter showing firm's financial capability. Bank statement for last 01 year and other details to ascertain financial capability of firm.
- (c) Copies of audited accounts of the company for the last two accounting years that are prepared in accordance with the International Accounting Standards (IAS).
- (d) Photo copies of General Index number (GID), National Tax number (NTN), Sales Tax registration certificate.
- (e) Documentary evidence of the company's registration details / Certificate of Incorporation (Legal structure) by a recognized body in the domiciled country. Registration number issued by respective Department of Commerce or concerned department authorising to deal in subject AS Certification.
- (f) List and evidence of certification from recognized international certification body listed in IAQG OASIS databasis.
- (g) List of major clients and references (complete with names of contact persons, address and telephone numbers) of which the company has supplied similar items in the last 05 years. Number of years in the business or dealing in similar items may also be mentioned.
- (h) Firm/Supplier name, complete address, contact numbers, and email addresses.
- (j) Undertaking that their firm and their proprietors have not been in litigation/blacklisted by any Govt./Semi-Govt/Autonomous body.
- (k) Any other document if required during procurement proceedings according to Rule 17 of PPRA rules 2004.

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

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

## **26. FORCE MAJEURE**

"Force Majeure" means any event, act / or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement, which is relied upon by the Seller for its failure to comply with its obligation.

The Purchaser have the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure” event.

## **27. ARBITRATION**

All matters of dispute or difference, except regarding rejection of AS Certifications / Services by PAC or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, the same shall be settled by mutual agreement, failing which they shall refer for Arbitration to a final settlement by an Arbitration Tribunal, in Pakistan comprising three arbitrators. One arbitrator shall be appointed by each party and the third arbitrator being appointed by the two arbitrators already appointed or in the event that the two Arbitrators do not agree upon the third arbitrator, a judge of superior court of Pakistan shall appoint the third Arbitrator. The arbitration proceedings will be held at PAC Kamra District Attock Pakistan. The arbitration award shall be un-spoken.

## **28. LITIGATION**

In case of any dispute only Court of Jurisdiction at Attock Pakistan will have the Jurisdiction to decide the matter.

## **29. RISK PURCHASE**

In the event of failure on the part of the Seller to comply with the contractual obligations, the contract is liable to be cancelled at his risk and expense in accordance with PACB -10 (General Condition Governing Contracts).

## **30. TERMINATION OF CONTRACT.**

(a) The purchaser shall be entitled to terminate this contract for default on the part of supplier. If the supplier becomes bankrupt, or have a receiving order made against him, or compound with his creditors, or being a corporation commences to be wound up, not being a member’s voluntary winding up for the purpose of reconstitution or amalgamation, or carries on its business under a receiver for the benefit of its creditors.

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

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

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

### **31. SECURITY DEPOSIT / BANK GUARANTEE:**

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

### **32. LATE DELIVERY**

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

(a) Cancel the contract, and/or.

(b) To acquire services for AS Certifications not delivered from elsewhere, at the risk and expense of the Supplier and without notice to him, or

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

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

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

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

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

**Technical Clarification:** Directorate of Procurement and Stores PAC Kamra  
Tel No 051-90990-5290 (Email: amflog@pac.org.pk, sdqamf@pac.org.pk)

**Bidding / Contracting Procedure:** Directorate of Central Procurement PAC Board  
Kamra Tel No 051-90990-2543 (Email: adcp@pac.org.pk)

Yours sincerely,

**(FAHEEM MUMTAZ)**  
Flight Lieutenant  
Asstt Dir Central Proc  
PAC Board Kamra  
Tel: 051-90990-2543

**Enclosure: -**

- |   |                                     |
|---|-------------------------------------|
| (i) Certificate (Annex "A")                     | (ii) Questionnaire (Annex "B")      |
| (iii) Schedule of AS Certifications (Annex "C") | (iv) Form (PACB – 002A) (Annex "D") |
| (v) Form (PACB – 002B) (Annex "E")              | (vi) Form (PACB – 002C) (Annex "F") |
| (vii) Details of Bank Guarantee (Annex "G")     |                                     |



**CERTIFICATE**

**TENDER / CONTRACT No PACB/751/190617016/0972/P-2**

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

**AGENT-**

\_\_\_\_\_  
\_\_\_\_\_

Seal & Signature

**PRINCIPAL**

\_\_\_\_\_  
\_\_\_\_\_

Seal & Signature

**COUNTERSIGNATURE**

\_\_\_\_\_  
\_\_\_\_\_

Director Central Procurement

Seal & Signature

**QUESTIONNAIRE TO BE FILLED IN BY BIDDER**

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

S.No	Description	Yes / No	Remarks
1.	Whether AS Certification will be carried out as per requirement and confirmation to this effect has been made in the quotation given in Form <b>PACB – 002A</b> .		
2.	Whether complete quotation has been submitted in duplicate.		
3.	Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately.		
4.	Whether <b>Form PACB–002A &amp; 002B</b> duly filled in and signed by the Bidder have been returned in herewith.		
5.	Whether copy of valid registration / business authorization of firm have been enclosed herewith.		
6.	Whether tender fee challan amounting to Rs 100/- has been enclosed herewith.		
7.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
8.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
9.	Copy of NTN <b>OR</b> Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
10.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt / Autonomous body		
11.	Valid, original agency agreement has been attached with quotation.		
12.	Unit Price has been provided against same unit of issue as mentioned in IT. In case of change in unit of issue, price has been converted as per ITs unit of issue in a separate column along with conversion formula		
13.	Specimen of End User Certificate has been attached (If required)		
14.	Country of origin and port of shipment have been mentioned.		
15.	All requisite documents as per <b>Para 33</b> of Invitation to tender have been attached.		
16.	10% PBG will be provided at the time of signing of contract		
17.	Warranty / Guarantee will be provided for required period		
18.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
19.	Tender has been submitted on FOR Basis		
20.	Offer is without any condition		

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

**(Signature of Bidder & Stamp)**

## SCHEDULE OF AS 9100 REV "D" CERTIFICATION

Tender Inquiry No: - **PACB/751/190617016/0972/P-2**

TENDER SUBMISSION TIME: - Before 1030 Hrs on opening date

TIME & DATE OF OPENING **1100 Hrs on 03-08-2017**  
**Ext upto 10-08-2017**

(Note: Firms are requested to read carefully all the paras of IT.

### CERTIFICATION OF PAC FACTORIES ON AEROSPACE STANDARD AS 9100 (AS PER FOLLOWING DETAIL)

Serial	CERTIFICATION ON AEROSPACE STANDARD AS 9100	FACTORIES
(i)	Certification Audit Process As 9100 : 2016 Rev "D" (2017)	AMF, APF, MRF & ARF (Single site)
(ii)	1 Year Surveillance Audit (2018)	AMF, APF, MRF & ARF (Single site)
(iii)	2nd Year Surveillance Audit (2019)	AMF, APF, MRF & ARF (Single site)

1. Three Years contract for certification and surveillance Audit as per requirements of Quality Management System.
2. AS 9100 : 2016 (Revision "D" certification audit services for one year and surveillance audit services for subsequent two years on annual basis.
3. Already AS9100 Rev "C" certified four PAC Factories (single site), require certification of its QMS with AS 9100 Rev "D". The process shall entail one certification audit in Oct / Nov 2017 and two subsequent surveillance audits on annual basis.
4. The four factories of PAC Kamra are to be certified on AS 9100 : 2016 Rev "D" by certification body (CB) listed in International Aerospace Quality Group (**IAQG**) **OASIS** (On-line Aerospace Supplier's Information System) database.
5. The firm will also provide surveillance audit services to all four factories for subsequent two years for continual suitability and adequacy of QMS. It shall audit the existing documentation, products and processes of all factories and highlight non conformances, make observations and suggest measures for improvement
6. Upon successful completion of all requirements, the firm / CB will issue separate AS 9100 : 2016 (Rev "D") certificates to each of the four factories. Said certificates being valid for next three years starting from the date of issuance for initial certificates as per AS 9100 : 2016 (Rev "D") certification.

7. Companies must fulfill following conditions:-
  - (a) NTN/GST registered companies / firms will be encouraged.
  - (b) Fetch an affidavit that the firm has not been blacklisted by Govt / Semi Govt or Autonomous body.
  - (c) Company / firm financial, organizational and business details with relevant documents / proof in concerned / specific area.
  - (d) Professional credentials of firm employees / auditors in the concerned field and their experiences.
  - (e) In case of representative / Consultant of CB, Firm will provide certificate from their respective Principle CB

**Notes:-**

1. Quotation must be submitted on „**FOR**“ basis only.
2. Payment will be made as per PAC Board procedure.
3. International and Domestic Air Travel is to be borne by the purchaser, on actual (if applicable).
4. Travel from / to Islamabad Airport to / from Kamra, is to be borne by the Purchaser.
5. Boarding / Lodging and Messing is to be borne by the Purchaser, on actual.
6. The payment for (i), Certification Audit (2017) shall be made during FY 2017-18.
7. The payment for (ii), First Surveillance Audit (2018) will be made during FY 2018-19
8. The payment for (iii), Second Surveillance Audit (2019) would be made during FY 2019-20
9. Separate certificates will be issued for each of the four PAC factories.

**PAKISTAN AERONAUTICAL COMPLEX BOARD  
KAMRA**

**SCHEDULE TO TENDER**

1. **TENDER INQUIRY NO: PACB/751/190617016/0972/P-2**
2. Time and Date of opening Tender at 1100 Hrs on **03-08-2017 Ext 10-08-2017**

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

**Grand Total** \_\_\_\_\_

Signature of Bidder  
(Capacity in which signing)

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

To,

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

Dear Sir,

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

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

**Witness"s Signature:**

Name:

N.I.C No.

Address:

Date:

**Signature of Bidder:**

Name:

N.I.C No.

Capacity in which Signing:

Address:

Date:

Tel: Telex/Fax

**SPECIAL INSTRUCTIONS**

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

<b>S.No</b>	<b>Description / Requirement</b>	<b>Remarks / Attached</b>
1.	Delivery Period	
2.	Quotation Validity (Must be 30-06-18)	
3.	Terms of Payment (As per Para 16 of IT)	
4.	BG% (Confirmation to provide 10% BG)	
5.	Complete Bank address and Account Details For Payment.	
6.	Previous Experience (Nature of Business and No of Years in Business)	
7.	Registration Status With PAC Board	
8.	Signing Authority (Name, Designation, Contact Details)	
9.	Address of firm along with contact No, email etc	

## GENERAL CONDITIONS FOR BG

(a) To ensure timely and correct supply of AS Certifications, the firm will furnish an unconditional Bank Guarantee at the time of the signing of the contract from a schedule Bank for an amount of \_\_\_\_\_ i.e. 10% of the total value of the contract (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of CMA who is the Account Officer specified in the contract. The CMA concerned shall have the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchase officer himself.

(b) The Bank Guarantees will be of following types with validity and amount has mentioned in each type

(i) **Bank Guarantee against contract performance** It will be between 10% of total value of contract excluding taxes/duties and freight/handling charges etc. It shall remain in force till 60 days beyond the Delivery Period stipulated in the contract.

(ii) **Bank Guarantee against Advance/ Down Payment.** It will be equal to amount paid in advance /down payment shall remain valid till 60-days beyond the Delivery Period stipulated in the contract.

(iii) **Bank Guarantee against Warranty Period.** It will be for amount of 10% of contract value excluding taxes/duties and freight /handling charges, etc. Duration of BG against Warranty Clause is variable. Normally under DP-15, it is for one year for the general type of equipment/spares. For consumable goods, the warranty period should also expire after 6 months or when the goods are fully consumed whichever is earlier or as per terms of contract.

(c) If the supply of AS Certification is on warranty, the supplier shall be bound to extend the validity of Bank guarantee for such further reasonable period if so required by the purchase officer to cover the warranty period.

(d) If the supplier fails to provide the Bank guarantee within 30 days after signing a contract, such failure shall constitute a breach of contract and the Director purchase shall be entitled to make other arrangements at the risk and expense of the supplier if no other BG / Bid Security of the same supplier for an equal amount is held up for final release, with the purchaser against any other completed contract(s). In the event of unsatisfactory performance or of any breach of terms of the contract, Bank guarantee shall be forfeited to the Govt. at the discretion of the purchaser. On satisfactory performance of the contract, the Bank Guarantee will be returned to the supplier by CMA (ISO) RWP on receipt of instruction from the purchaser i.e. Directorates of Procurements etc.

(e) In case of FOR tenders/contract it is imperative that BGs are obtained from firms/suppliers/agents through scheduled Banks of State Bank of Pakistan so as to safeguard the interest of the state.

(f) In case of FOR tenders/contracts, Bank Guarantee is to be obtained preferably from LC opening Bank of Pakistan and through supplier, LC opening Bank abroad. In case firm does not agree to the aforesaid condition, then BG should at least, be obtained from supplier's country Bank located in Pakistan or any enlisted scheduled Bank of Pakistan in favour of LC opening Bank in Pakistan or any scheduled Bank of Pakistan, and the same will be a Bank to Bank Guarantee in favour of CMA (ISO) Rwp.