

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

INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO TENDERER

Tender No. PACB/751/041017R51/0987/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

10 November, 2017

To:

PPRA & PAC Website

Dear Sir,

Quotations are required from reputable firms fulfilling under-mentioned criteria for airlift i.e Transportation of Defence Stores from PAC Kamra to Doha, Qatar as per details in the attached **Schedule to Tender (Annexure "A")** and special instructions to tender.

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

2. DELIVERY OF TENDER.

(a) **Technical Offer:** It shall contain all relevant information 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 and Commercial offers 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.**

3. TERMS AND CONDITIONS .

- (a) The quotation must be comprehensive encompassing clear commitment to provide door to door shipment from Minhas (OPMS) to AL-Udeid Air Base Doha, Qatar. No terms and conditions such as excluding a particular function or formality / charges should accompany the quotation.
- (b) The firm will be responsible for all formalities / clearance and liabilities / charges at all stages / Air Ports.
- (c) The participating Firm must be authorized for transportation of Military stores by all the concerned agencies involved in the said move.
- (d) Transportation of the cargo is taking place on the expense of PAC Board Kamra. A contract will be signed between PAC Board Kamra and freight forwarder / service provider after tendering process.
- (e) Bids must be submitted on the basis of USD only. However, Grand total in Pak Rupees must be written on quotation including all charges / taxes / duties / formalities etc. (Breakdown of taxes etc to be provided).
- 4. SINGLE/MULTIPLE OFFERS:** Only one offer can be made in relevant currency for transportation of stores. Multiple rates, if quoted, will be rejected. Multiple quotations against the tender will also be rejected.
- 5. DATE & TIME FOR RECEIPT OF TENDER:** The tender must reach Directorate of Central Procurement (DCP) PAC Kamra by the date and time specified in the **Schedule To Tender (Annexure “A”)**. It should clearly endorse “Tender for transportation and freightage of Defense Stores from Kamra to Doha, Qatar” on the envelope. 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.
- 6. TIME LINE:** Move is tentatively scheduled in the November, 2017. However, the exact date will be communicated to successful bidder at later stage.
- 7. RIGHTS RESERVED:** PAC Board Kamra reserves the right to accept or reject any offer. The reasons of rejection will be intimated to the unsuccessful bidders. Moreover, past performances of the firms may also be considered.
- 8. ADDITION AND DELETION OF STORE:** PAC Kamra has the right to increase or decrease the quantity of stores 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 firm through the fastest means e.g. telephone, telegram or fax etc.
- 9. VALIDITY OF QUOTATION:** The quotation should be valid till **30 June, 2018**.
- 10. 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 an authorized / un-concerned person / organization. It is therefore, requested to ensure complete secrecy regarding documents and stores concerned with the inquiry to limit the number of employees having accesses to this information.

11. **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 quotations against the tender.
 - (d) Offer received later than appointed time and date.
 - (e) Offer subject to restriction of Export License.
 - (f) Over writing /erasing in prices.
 - (g) Change in prices by the firm after opening of commercial offers unless asked by Directorate of Central Procurement PAC Board.
 - (h) Validity of offer is not quoted as required in IT or made subject to confirmation letter.
 - (j) Offers not accompanied with prescribed tender/ Challan fee of Rs. 100/-
 - (k) Bid Security not provided.
12. **PAYMENT:** 100% Payment will be made after completion of assignment to the successful bidder by DBA PAC Board. 10% Performance Bank Guarantee is to be submitted at the time of signing of contract
13. **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.
14. **TENDER OPENING:** Representative of Foreign Liaison Office will not be allowed to attend Tender Opening unless it is registered with Pakistan Aeronautical Complex Kamra. No unauthorized person will be allowed to attend the tender opening.
15. **BID SECURITY:** The Bid Security @ 5% (not exceeding 0.15 M) will be deposited by all firms irrespective of registration status in favour of "PAC Revolving Funds" in the form of CDR / Pay order / Demand draft only at the time of opening tenders. 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 DBA PAC Board. Quotations once submitted cannot be withdrawn (Partially/Fully) during validity of the quotation. Firms not complying with the IT instructions would be liable for disciplinary action beside forfeiture of the earnest money.
- Note: - No Quote will be accepted without Bid Security. However, Bid Security must be provided in shape of CDR / Pay order / Demand draft in favor of PAC Revolving Fund otherwise your quotation will be rejected.**
16. **AGENCY AGREEMENT:** Valid, original agreement with aircraft operator should be attached with the technical quotation.
17. **SECURITY DEPOSIT:** The freight forwarder / firm will submit 10% performance bank guarantee against the contract.

18. 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 beside forfeiture of the bid security.

19. TREASURY CHALLAN: Offer must be accompanied by Challan Form No. F-32A of Rs, 100/- obtained from State Bank of Pakistan/ Govt treasury under "**NIDA 3-4**" PAC Revolving Fund 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.

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

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

(a) Photo copies of valid registration and indexation of foreign principal / Aircraft operator with PACB/DGDP applicable to the store / equipment offered.

(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. Foreign firms are required to provide copy of the company's valid Tax Compliance certificate issued by Revenue Authority of the domiciled country, valid as at the tender closing date.

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

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

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

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.

(j) 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.

(k) Local agents / firms have to submit the copy of CNIC and 02 passport size photographs of person signing tender.

22. 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 such as acts of GOD, War, Riots, Civil commotion Strike, Lockouts, acts of Foreign Government and its agencies and disturbances directly affecting the supply / services over which events or circumstances Supplier / purchaser has no control. 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 Non-availability of raw material for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, not constitute “Force Majeure”. The purchase will not be held responsible for events arising of “For Majeure”.

23. ARBITRATION

All matters of dispute or difference, except regarding rejection of stores / Services by the Project Management Office (PMO) / Quality inspector 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.

24. LITIGATION

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

25. RISK PURCHASE

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

26. TERMINATION OF CONTRACT.

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.

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 07 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. Moreover, The purchaser has the right to increase or decrease the quantity of any item and cancellation of the contract partially or fully without any financial repercussion on either side without assigning any reason within 30

days of signing the contract. Such information will be passed on to the supplier / seller through the fastest means e.g. telephone, telegram or fax etc.

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.

27. SECURITY DEPOSIT / BANK GUARANTEE:

To ensure timely and correct supply of stores / services, the firm shall furnish an unconditional bank guarantee (BG) from a scheduled bank of Pakistan for an amount of 10% of the contract value on a judicial stamp paper of the value of (Rs 100.00) as per prescribed format in the currency same as of contract. The bank guarantee shall be endorsed in favour of DBA PACB who is the accounts officer specified in the contract. DBA PACB 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 for up to 60 days after completion of service period 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 60 days ahead of the extended period.

29. 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.

30. Clarifications to Tender:

In case any clarification is required firm may contact following:-

Technical Clarification: Directorate of Logistics AMF PAC Kamra Tel No 051-90990-5290
(Email: amflog@pac.org.pk)

Bidding Procedure: Directorate of 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) Schedule of Tender (Annex "A")
- (ii) Schedule of Tender (Annex "B")
- (iii) Questionnaire (Annex "C")
- (iv) Under Taking (Annex "D")
- (v) Special Instruction (Annexure "E")
- (vi) Specimen of Bank Guarantee (Annex "F")

SCHEDULE OF TENDER

Tender Inquiry No: - PACB/751/041017R51/0987/P-2

TENDER SUBMISSION TIME: -
TIME & DATE OF OPENINGBefore or by 1030 Hrs on opening date
1100 Hrs on 27-11-2017**TRANSPORTATION OF DEFENCE STORES FROM
PAF BASE MINHAS KAMRA(PAKISTAN) TO DOHA, QATAR
(As Per Following Details)****Required Aircraft = IL-76 Aircraft or equivalent with
Dimension 18 MM x 3.45 M****TENTATIVE DETAILS OF LOAD FOR AIRLIFT 2nd BATCH:- FROM KAMRA (PAKISTAN) TO DOHA, QATAR**

TANTATIVE LOAD FOR AIRLIFT 2nd BATCH FROM KAMRA PAKISTAN TO DOHA QATAR

No	No of Boxes / Loose Items	Description of Defence Stores	Qty	Weight (Kg)	Weight (Lbs)	Dimensions (cm)		
						Length	Width	Height
1	Box No 01	Wing Stand Box	1	210	462	397	85	135
2	Box No 02	Wing Stand Box	1	210	462	397	85	135
3	Box No 03	Wing Stand Box	1	210	462	397	85	135
4	BOX NO 04	Wing Stand Box	1	210	462	397	85	135
5	BOX NO 05	Wing Stand Box	1	210	462	397	85	135
6	Box No 06	Aileron Stand Box	1	23	50.6	160	73	73
7	Box No 07	Aileron Stand Box	1	23	50.6	160	73	73
8	Box No 08	Aileron Stand Box	1	23	50.6	160	73	73
9	Box No 09	Aileron Stand Box	1	23	50.6	160	73	73
10	Box No 10	Aileron Stand Box	1	23	50.6	160	73	73
11	Box No 11	Elevator Stand Box	1	40	88	160	73	73
12	Box No 12	Elevator Stand Box	1	40	88	160	73	73
13	Box No 13	Elevator Stand Box	1	40	88	160	73	73
14	Box No 14	Elevator Stand Box	1	40	88	160	73	73
15	Box No 15	Elevator Stand Box	1	40	88	160	73	73
16	Box No 16	Flap Stand Box	1	100	220	267	71	69
17	Box No 17	Flap Stand Box	1	100	220	267	71	69
18	Box No 18	Flap Stand Box	1	100	220	267	71	69
19	Box No 19	Flap Stand Box	1	100	220	267	71	69
20	Box No 20	Flap Stand Box	1	100	220	267	71	69
21	Box No 21	Wing Strut Box	1	70	154	196	36	36
22	Box No 22	Wing Strut Box	1	70	154	196	36	36
23	Box No 23	Wing Strut Box	1	70	154	196	36	36
24	Box No 24	Wing Strut Box	1	70	154	196	36	36
25	Box No 25	Wing Strut Box	1	70	154	196	36	36
26	Box No 26	GSE/GHE	1	220	484	115	115	80
27	Box No 27	GSE/GHE	1	200	440	115	115	80
28	Box No 28	Spare and Consumeables	1	200	440	180	180	105
29	Box No 29	Spare and Consumeables	1	200	440	180	180	105
30	Box No 30	Wing Stand Box	1	210	462	397	85	135
31	Box No 31	Flap Stand Box	1	100	220	267	71	69
32	Box No 32	Aileron Stand Box	1	23	50.6	160	73	73
33	Box No 33	Rudder Assy Box	1	30	66	92	153	36
34	Box No 34	Forward canopy Box	1	60	132	150	120	60
35	Box No 35	Dynon Kit	1	30	66	120	90	60
36	Box no 36	Cowlings Upper and Lower	1	50	110	150	120	60
37	Box no 37	Cowlings Upper and Lower	1	50	110	150	120	60
38	Box no 38	Technical Orders/Publications	1	25	55	90	40	30
39	Box no 39	SMK A/C Model 6FT	1	70	154	241	180	104
40	Loose Item No 01	Aircraft Fuselage including Engine and Landing Gear	1	610	1342	701	274	259
41	Loose Item No 02	Aircraft Fuselage including Engine and Landing Gear	1	610	1342	701	274	259
42	Loose Item No 03	Aircraft Fuselage including Engine and Landing Gear	1	610	1342	701	274	259
43	Loose Item No 04	Aircraft Fuselage including Engine and Landing Gear	1	610	1342	701	274	259
44	Loose Item No 05	Aircraft Fuselage including Engine and Landing Gear	1	610	1342	701	274	259
45	Loose Item No 06	Tail Support	4	20	44	Engage under A/C		
46	Loose Item No 07	Front Support	1	5	11	46	30	30
47	Loose Item No 08	Wing Fuel Tank Flushing Stand	1	80	176	397	85	135
48	Loose Item No 09	Hosting Tool	1	30	66	150	45	
49	Loose Item No 10	Wing Repair Dolly	1	60	132	400	80	110
50	Loose Item No 11	SMK A/C Model Stand	1	50	110	150	90	60
Total				6978	15352			

CASE NO. PACB/751/041017R51/0987/P-2
SPECIAL NOTES / INSTRUCTIONS
(Please Read Carefully)

01. PAC/AMF, its customers and regulatory authorities reserve the right of access to all facilities of firms coupled with sub-tier suppliers in applicable to assignment task provided to PAC / AMF under contracts concluded by PAC Board.

02. Services required on CFR Basis from freight forwarders / firms with accumulative charges fulfilling under mentioned criteria.

- a) Air freight from Kamra(OPMS) to Qatar (Doha).
- b) Cost of Insurance cover to all the equipment may be mentioned separately
- c) Store should be airlifted in independent aircraft (only reserved for this move).
- d) Port Handling/ services charges are to be borne by freight forwarder / firm.
- e) Detention charges may be quoted separately.
- f) Move is tentatively schedule in November, 2017. However, the exact date will be communicated to successful bidder at later stage.
- g) The requisite documentation regarding aircraft worthiness and crew qualification shall be required as per international standard well before the ferry (at least 03 weeks prior to ferry). No member of Crew will be having Russian Nationality.
- h) Crew immigration requirements will be responsibility of freight forwarder / firm.
- J) Packing/ Crating and Stuffing/ de-stuffing of load in aircraft will be the responsibility of PAC Team; However, other supporting equipment i.e. Straps, hooks, pallets etc will be the responsibility of freight forwarder.
- k) Landing, navigational, parking, Ground handling charges etc are to be paid by freight forwarder at all locations.
- l) En-route clearance / overhead flying permissions for airspace usage is responsibility of freight forwarder / firm.
- m) Landing permission other than PAC Kamra and Doha Qatar will be responsibility of firm / freight forwarder.
- n) Security clearance of crew at PAC Kamra & Doha Qatar will be assisted by PAC Kamra. However, requisite details i.e Passport copies of crew etc are to be provided by firm 03 weeks prior to ferry.
- p) In case of stay / night stay, utilization of rooms / refreshment etc all charges will be paid by firm / freight forwarder.
- q) Loading / unloading timing will persist for 8-10 Hours.
- r) Hired Cargo aircraft IL-76 or equivalent must be in possession of LEAP (Life Enhancement Programme) certification and Airworthiness certification. Document related to the cargo includes Load manifest and Passenger manifest duly signed by Custom Inspector (Export) immigration Officer in 8 to 10 copies of computer documents set which all to be handed over to air movement personnel at PAF Base Minhas, DCP PACB, DPS AMF and Project office AMF.

03. Fuel JP-8 will be available at PAC Kamra on 100% advance payment. Requirement of fuel is to be communicated 01 week prior to ferry for making requisite arrangement.

04. Payment will be made as per PAC Board procedure.
05. Grand total in Pak Rupees must be written on quotation including breakdown of all charges / taxes / duties etc.
06. Participating freight forwarder/ firm must be authorized for transportation of military stores by all the concerned agencies involved in the said move.
07. Taxes would be paid / deducted as per existing Government Rules.
08. Flight plan for complete journey / ferry is to be shared with PAC Kamra well before the ferry for arranging landing permission at PAF Base Minhas Kamra and Doha Qatar.
09. Flight plan for ferry to Doha Qatar from PAF Base Minhas, Kamra must be submitted to ATC, PAF Base, Minhas Kamra (OPMS) immediately after landing at Kamra
10. The qualifying freight forwarder / firm of the tender will have to enter into a contract with PAC Board Kamra before the execution of the assigned task.
11. Aircraft would first land at Hamad International Airport, Doha for for custom clearance and would further land at Al-Udeid Air Base, Doha for Unloading.

Annexure "B"

**PAKISTAN AERONAUTICAL COMPLEX BOARD
KAMRA**

SCHEDULE TO TENDER

1. **TENDER INQUIRY NO: PACB/751/041017R51/0987/P-2**
2. Time and Date of opening Tender at 1100 Hrs on **27-11-2017**

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

Grand Total _____

Signature of Bidder
(Capacity in which signing)

QUESTIONNAIRE TO BE FILLED IN BY BIDDER

Firm / Freight forwarder 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 services offered conform to the requirement and confirmation to this effect has been made in the quotation		
2.	Whether deviation from the demanded requirement is attached with		
3.	Whether complete quotation has been submitted in duplicate		
4.	Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately.		
5.	Whether original invoice Performa from principal Aircraft operator has been enclosed herewith.		
6.	Whether copy of valid registration/business authorization and indexation of firm have been enclosed herewith		
7.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
8.	Whether tender fee challan amounting to Rs 100/- has been enclosed herewith.		
9.	Whether details of financial capability, bank statement and financial load of contracts outstanding against your firm have been provided.		
10.	Whether time frame for execution of the contract is acceptable.		
11.	Validity Period of quote is as per IT.		
12.	10% PBG will be provided within 30 days after signing of contract		
13.	Complete details of beneficiary have been provided		
14.	Complete bank details for payment have been provided		
15.	Valid agreement with aircraft operator has been attached with quotation.		
16.	Copy of NTN, Sales Tax certificate has been attached.		
17.	Offer is without any condition		
18.	All terms and conditions mentioned in IT are acceptable		

Dated: _____

(Signature of Bidder & Stamp)

UNDER TAKING
(Fill in and Return)

To,

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

Dear Sir,

I/We hereby offer to provide PAC Board the Transportation and freightage of defence stores from Karma (Pakistan) to Doha (Qatar) detailed in the Schedule to Tender or such portion thereof as you may specify in the contract at the prices given in Form 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 requirement / drawing and / or patterns quoted in the Schedule to Tender and am/are fully aware to the nature of the stores required to be transported from karma (Pakistan) to Doha (Qatar).

Witness's Signature:

Name:

N.I.C No.

Address:

Date:

Signature of Tenderers:

Name:

N.I.C No.

Capacity in which Signing:

Address:

Date:

Tel: Telex/Fax

SPECIAL INSTRUCTIONS

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

S.No	Description / Requirement	Remarks / Attached
1.	Delivery Period	
2.	Quotation Validity (Must be 30-06-18)	
3.	Terms of Payment (As per Para 12 of IT)	
4.	BG% (Confirmation to provide 10% BG)	
5.	Beneficiary Details (Completed address along with contact No)	
6.	Complete Bank address and Account Details For Payment	
7.	Previous Experience (Nature of Business and No of Years in Business)	
8.	Registration Status With PAC Board	
9.	Signing Authority (Name, Designation, Contact Details)	
10.	Address of local firm alongwith contact No, email etc	

GENERAL CONDITIONS FOR BG

(a) To ensure timely and correct supply of stores, the firm will furnish an unconditional Bank Guarantee at the time of the signing of the contract from a schedule Bank for an amount of _____ i.e. 10% of the total value of the contract (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of DBA PACB who is the Account Officer specified in the contract. The DBA PACB 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 store is on warranty, the supplier shall be bound to extend the validity of Bank guarantee for such further reasonable period if so required by the purchase officer to cover the warranty period.**

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

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

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