

PLEASE READ CAREFULLY

- ❖ Participating bidders are required to submit bids according to instructions mentioned in bidding documents. These bids should meet the requirements / criteria illustrated in bidding documents along with fulfillment of other terms and conditions of tenders.

- ❖ According to PPRA rule 31 no bidder is allowed to alter or modify his bids after the bids have been opened. Moreover, as per rule 36 (vi) no amendment in the technical proposal is permitted during technical evaluation. Therefore in the light of prevailing Govt procedures, requests for amendments in quotations and clarifications leading to change of substance of bid after opening of bids cannot be accepted and bids not conforming to tender requirements are liable to be rejected.

- ❖ Participating bidders are therefore requested to read the bidding documents thoroughly and submit their quotes accordingly without any condition in conformance to all tender requirements including DP, Bid validity, provisioning, 10% BG confirmation etc for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.



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

INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO BIDDERS
(SINGLE STAGE TWO ENVELOPE BASIS)

(FOR)

Tender No PACB/721/270219092/0527/P-3

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

26 March, 2019

PPRA & PAC Websites

Dear Sir,

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

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

3. **DELIVERY OF TENDER.**

(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 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.**

4. **FORM PACB - 02A & PACB - 02B:** Form **PACB - 02A & PACB - 02B** 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. Multiple rates, if quoted, will be rejected. Multiple quotation against the tender will also be rejected.

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

7. **DELIVERY PERIOD:** Stores are required within minimum possible delivery period **45 Days**. 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 STORE:** The purchaser has the right to increase or decrease the quantity of any item and cancellation of the contract partially or fully without any financial repercussion on either side without assigning any reason within 30 days of signing the contract. Such information will be passed on to the supplier / seller through the fastest means e.g. telephone, telegram or fax etc.

10. **VALIDITY OF QUOTATION:** The quotation be valid till **30 June, 2019**.

11. **TECHNICAL LITERATURE, SPECIFICATIONS AND INTERCHANGEABILITY:**

Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. A certificate of complete interchangeability must be endorsed on the quotation for all substitute or in-lieu items, otherwise the same are likely to be rejected. A copy of relevant page of publication must be attached to prove correctness of offered / interchangeable / in-lieu item. Prices of master, substitute and in-lieu items must be quoted separately. **Firms may contact**

Tel Ext 051-90990-2260, E-mail arflog@pac.org.pk or Directorate of Log, ARF PAC Karma District Attock.

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

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

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

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

16. **EXAMINATION OF SPECIFICATION / SAMPLES:** When sealed pattern of stores are mentioned in the "Schedule to Tender" these may be seen at the place stated in the schedule and should be examined by you, or competent person on your behalf before the submission of tender.

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

(a) FOR price of the stores (Line Item Wise).

(b) The prices must be stated for each item separately both in figures and words. Additional information if any must be linked with entries on the Schedule to Tender (Form PACB – 002A).

(c) Shelf / installation life of each item (if applicable) is to be mentioned separately.

18. **PRICES:** The prices quoted must be per unit of issue / accounting unit as shown in the "Schedule to Tender" inclusive of sales tax/excise duty and surcharges. The breakdown of taxes/excise duty is to indicated separately. The prices must be stated for each item separately both in figures and words in Pak currency. Over writing / erasing in prices will be rejected. Mention GST separately.

19. COUNTRY OF MANUFACTURE: Country /place of manufacture of stores is to be provided alongwith offer.

20. DISQUALIFICATION: Offers are liable to be rejected if:-

- (a) There is deviation from any instruction described in this invitation to tender.
- (b) Offers are found conditional or incomplete in any respect.
- (c) Multiple quotations against the tender.
- (d) Multiple rates are quoted against one item.
- (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (f) Form PACB-002A, PACB-002B & PACB-002C duly filled – in and signed by the Bidders are not received with the offer.
- (g) Offer received later than appointed date and time.
- (h) Tender specification if not conforming to the offer. In case of equipment/ major assemblies manufacturer's brochures shows specifications different from those given in tender.
- (j) Offer subject to restriction of Export License.
- (k) Over writing / erasing in prices.
- (l) Change in prices by the supplier after opening of commercial offers unless asked by Directorate of Central Procurement PAC Board.
- (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
- (n) Offers not accompanied with prescribed tender / Challan fee of Rs. 100/-
- (p) Bid Security not provided.
- (q) Offer with Prior sale condition.

21. PAYMENT:

100% on CRV's with 10% Performance Bank Guarantee.

22. 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 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) 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 store and export of store.
- (f) List and evidence of certification from recognized international bodies like ISO.
- (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.

23. 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 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 for up to 60 days after completion of warranty period and remain in force till one year ahead of the 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.

24. INSPECTION / ACCEPTANCE OF STORES:

(a) Stores will be accepted at firm's premises/consignee by the inspector / Inspection officer of the PAC Board.

(b) Warranty / Guarantee as per format for period of one year will be applicable for stores commencing from the acceptance of store / installation at consignee.

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

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

27. WITHDRAWAL OF OFFER:

If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend upto one year / forfeit the earnest money.

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

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

30. FAX QUOTATION:

Fax / Email quotations will not be accepted except when specifically called for under emergency / urgency, however, Fax / Email quotation, if received will only be considered subject to condition that original Performa invoice for each quotation is received within 7

days of Tender Inquiry opening or as advised by procurement agency. In case original quotation is not received within specified time, the offer will be excluded from the competition without any notice to bidder.

31. 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 tenders opening (with technical quotation), in a separate envelope. Bid Security will be returned to all firms except three commercially lowest bidding firms on finalization of commercial quotes. Whereas Bid Security to the 2nd and 3rd commercially lowest bidders will be returned on signing of the contract. Bid Security of the contract concluding firm will be returned on submission of bank guarantee and on receipt of performance bank guarantee acceptance certificate from CMA. 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 31. However, Bid Security must be provided in shape of CDR / Pay order / Demand draft only otherwise your quotation will be rejected.

32. 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 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”.

33. ARBITRATION

All matters of dispute or difference, except regarding rejection of stores / Services by the inspector and or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, shall be settled by mutual agreement, failing which they shall refer for Arbitration to a final settlement by an Arbitration Tribunal, in Pakistan. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court of Pakistan will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law & Arbitration Act, 1940. Arbitration award will be firm and final and unchallengeable in any court of law.

34. LITIGATION

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

35. 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.

36. LATE DELIVERY

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

- (a) Cancel the contract, and/or.
- (b) To purchase from elsewhere stores not delivered, at the risk and expense of the Supplier and without notice to him, or
- (c) To recover liquidated damages when the Competent Purchase Officer is satisfied that the failure to supply the stores / services within the scheduled delivery period has been for reasons within the control of the Supplier, and/or if the Government has suffered loss for reasons of belated delivery. These liquidated damages, if imposed, will be recovered at the rate of up to 2% but not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores / service supplied late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores / services delivered late.
- (d) The purchaser's decision under this clause shall NOT be subjected to arbitration.

37. 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.

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

Technical Clarification: Directorate of Log ARF PAC Kamra Tel No 051-90990-2260 (Email: arflog@pac.org.pk).

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

39. REGISTERED SUPPLIER WITH FBR:

- (a) Only registered supplier who are on Active Taxpayers List (ATL) of FBR eligible to supply goods / services Government Department.

(b) The payment to the registered persons will be linked with the active taxpayer status of the suppliers as per FBR database if any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.

Yours sincerely,

(IMRAN BIN IRFAN)
Squadron Leader
Dy Dir Central Proc
PAC Board Kamra
Tel Ext: 2576

Enclosure:-

SCHEDULE TO TENDER	Form (PACB – 02A)
UNDERTAKEN	Form (PACB – 02B)
QUESTIONNAIRE	Form (PACB – 02C)
SCHEDULE OF STORE	Annex 'A'
DETAILS OF BANK GUARANTEE	Annex 'B'

SCHEDULE OF STORES

Tender Inquiry No: - **PACB/721/270219092/0527/P-3**

TENDER SUBMISSION TIME: - Before 1030 Hrs on opening date

TIME & DATE OF OPENING **1100 Hrs on 08-04-2019**

(Note: Firms are requested to read carefully all the paras of IT. Moreover, unit price against same unit of issue as mentioned in IT is to be provided. However, if any change may be required in unit of issue the price must be converted as per IT's unit of issue in separate column. Furthermore, conversion of unit of issue and unit price must be mentioned in commercial quote.)

PROCUREMENT OF ENGINES FOR HSTD

(AS PER FOLLOWING SPECIFICATIONS)

Part No TJ-80 Noun Engine Qty 01 Ea
Part No NL-5667-KX-GELDROP Noun Engine Qty 01 Ea

1. The engine specifications are as follows:-
 - a. Type = Turbojet
 - b. Thrust = >750 N
 - c. Weight = < 12 Kg
 - d. Dia = < 10"
 - e. Fuel = JP8 / kerosene
2. The TBO between overhaul / maintenance must be greater than 150 hours.
3. The Engine must be brand new in original packing with complete technical specifications and Technical manuals / Operational manuals.
4. All concerned software and hardware are to be included. The engine must be in ready to use state.
5. All required accessories e.g. fuel pump, ECU (PWM / CAN Compatible) and other accessories etc. must be included.
6. OEM certificate mentioning guarantee, warranty, date of issue etc. must be included.
7. Payment will be released only after functionality checks in the premises of PAC Kamra.

**STANDARD / SPECIAL CONDITIONS (AS APPLICABLE)
TO PROVIDED IN THE INDENT**

1. Payment as per PAC Board purchase procedure.
2. OEM / Supplier conformance certificate.
3. Warranty / Guarantee.
4. Store on receipt will be accepted after inspection by concerned quality control department.
5. Store must be latest production series (Factory New).
6. Packing of the stores should be adequately done with absolute resistance material so as to avoid from any damage during transportation.
7. Stores will be accepted in accordance with standred specifications provided in the indent at consignee premises subject to acceptance user and quality inspector.
8. TO's brochure and technical manual (03 copies) are needed to be provided by the supplier.
9. FOC in-depth training on operation maintenance and calibration of machine / equipment at OEM premises / PAC.
10. Free of cost installation & commissioning at user's site by the OEM.
11. Acceptance of machine by user at OEM premises.
12. Atleast 10 years after sale spares supportability is to be provided.
13. Complete set of tooling / accessories for operation of tester to be provided.
14. Store be dispatched by Air, however, depending upon the nature. The item be dispatched by sea with prior permission from DCP PAC Board.

Form PACB – 02A

**PAKISTAN AERONAUTICAL COMPLEX BOARD
KAMRA**

SCHEDULE TO TENDER

1. Tender Inquiry No **PACB/721/270219092/0527/P-3**
2. Time and Date of opening Tender at **1100 Hrs on 08-04-2019**

(1)	(2)	(3)	(4)	(5)	(6)
Item No	Description of stores and specifications	Unit of issue	Qty	Price per unit	Total price

Grand Total _____

Signature of Tenderer
(Capacity in which signing)

Form PACB - 02B**UNDER TAKING**
(Fill in and Return)

To,

Member CommercialPakistan Aeronautical Complex Board
Kamra Distt Attock

Dear Sir,

I/We hereby offer to supply to PAC Board the stores detailed in the Schedule to Tender or such portion thereof as you may specify in the contract at the prices given in Form **PACB – 02A** and further agree that this offer will remain valid upto _____ 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 despatched within the prescribed time.

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

Yours faithfully

Witness’s Signature:

Name:

N.I.C No.

Address:

Signing:

Date:

Signature of Tenderers:

Name:

N.I.C No.

Capacity in which

Address:

Date:

Tele:

Telex/Fax:

Form PACB – 02C**QUESTIONNAIRE TO BE FILLED IN BY BIDDER**

Firm is required to provide confirmation of following points and in case of any

S No	Description	Yes / No	Remarks
1.	Whether stores offered conform to the specification and confirmation to this effect has been made in the quotation given in Form PACB – 002A .		
2.	Whether deviation from the demanded specification is attached with Form PACB – 002A .		
3.	Whether complete quotation has been submitted in duplicate.		
4.	Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately.		
5.	Whether Form PACB–002A & 002B duly filled in and signed by the Bidder have been returned in herewith.		
6.	Whether copy of valid registration / business authorization of firm have been enclosed herewith.		
7.	Whether tender fee challan amounting to Rs 200/- has been enclosed herewith.		
8.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
9.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
10.	Copy of NTN OR Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
11.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt / Autonomous body		
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.	All requisite documents as per Para 22 of Invitation to tender have been attached.		
14.	10% PBG will be provided at the time of signing of contract		
15.	Warranty / Guarantee will be provided for required period		
16.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
17.	Offer is without any condition		

change, same is to be highlighted in remarks column.

Dated: _____**(Signature of Bidder & Stamp)**

GENERAL CONDITIONS FOR BG

- (a) To ensure timely and correct supply of stores, the firm will furnish an unconditional Bank Guarantee within 30 days of the signing of the contract from a schedule Bank for an amount of Rs _____ i.e. _____% 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 10% of total value of contract excluding taxes/duties and freight/handling charges etc. It shall remain enforce 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 10% of contract value excluding taxes/duties and freight /handling charges, etc. Duration of BG against Warranty Clause is variable. Normally under DPL –15, it is for one year for the general type of equipment / spares. For consumable goods, the warrantee period should also expire after 6 months or when the goods are fully consumed whichever is earlier or as per terms of contract.
- (c) If the supply of store is on warranty, the supplier shall be bound to extend the validity of Bank guarantee for such further reasonable period if so required by the purchase officer to cover the warranty period.
- (d) If the supplier fail 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) 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 the firm does not agree to the aforesaid condition, then BG should at least, be obtained from supplier's country Bank located in Pakistan or any enlisted scheduled Bank of Pakistan in favour of LC opening Bank in Pakistan or any scheduled Bank of Pakistan, and the same will be a Bank to Bank Guarantee in favour of CMA (ISO) Rawalpindi.