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 of original quotation from foreign principal, 10% BG confirmation etc for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.

Form PACB-002

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)

(F O B)

Tender No PACB/751/091019R41/1107/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

22 January, 2020

To,

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 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 stores specified therein.

3. **DELIVERY OF TENDER. (SINGLE STAGE TWO ENVELOPE BASIS)**

(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 - 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 of bidding firm.

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 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 their entry).

7. DELIVERY PERIOD: Delivery is to be made in **04 batches as per details mentioned at Annexure 'C' Schedule of Store with delivery of 1st, 2nd, 3rd and 4th, batch in Feb, 2020, Dec, 2020, March, 2022 and May, 2023 respectively**. 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 December, 2020**.

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. **For any query regarding technical issues, firms may contact Tel Ext 051-90990-5283 & 5290, E-mail amflog@pac.org.pk or Directorate of Log, AMF 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. QUOTING OF PRICES: Prices are to be quoted as follows: -

[

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

(b) Percentage of agent commission (on Ex-Factory price). Agent commission is to be exclusive of quoted price. Principal must indicate if agent commission is not applicable. If there is no indication of agent commission in principal's Performa invoice, agent commission will neither be given by the principal nor by the Buyer.

(c) 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**)

(d) Original quotation from the foreign manufacturer / supplier / principal must be attached in support of the quoted price. Principal is to endorse following certificate on the original quotation:-

"Certified that stores offered are factory new and from latest production and prices quoted are not more than the international market prices and also not more than those being charged from other buyers ".

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

(f) Certificate as per attached Annex "A" duly signed by the principal and agent must be attached with quotation.

17. PROVISION OF OEM CERTIFICATE:

Certificate of OEM for certified vendors or Agency Agreement must be attached with quotation.

18. 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) **Annexure "A"**, Form **PACB-002A (Annexure "D")** and **PACB-002B (Annexure "E")** 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. 200/-

(p) Bid Security not provided.

(q) **Performa Invoice of Principal / Principal Invoice**, in duplicate clearly indicating whether prices quoted are inclusive of the agent commission, is not enclosed.

(r) Agency agreement of agent with Principal / OEM and link between Principal and OEM is not provided.

(s) The validity of agency agreement has expired.

(t) Offer without certification of OEM.

(u) If OEM and principal name, contact details (Ph No, Fax No, Email etc) and complete address is not mentioned.

(v) Offer with Prior sale condition.

19. PAYMENT: Payment will be made through letter of Credit. 80% payment will be made on shipment of store and remaining 20% payment will be released on issuance of Certificate Receipt Voucher (CRVs) by Consignee. 10% Performance Bank Guarantee is to be submitted at the time of signing of contract.

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

21. WARRANTY / GUARANTEE OF STORE: Warranty / guarantee for a period of **two years** be applicable for stores commencing from acceptance of store at consignee.

22. COUNTRY OF ORIGIN AND MODE OF SHIPMENT: Following details must be provided in your offer / quotation and Performa invoice: -

(a) Country of origin, place of manufacture of store and beneficiary should be mentioned.

(b) Name of port connecting PIAC aircraft / PNSC ship where from the store will be shipped. The firm may like to ensure the availability of PIA flight or PNSC operation from the port of shipment before signing the contract.

(c) Where PNSC or PIAC do not operate, the supplier would ship the stores through Pakistan / Foreign flag Vessel / Airline on freight pre-paid basis with prior approval of procuring agency and claim it subsequently. Freight and Insurance charges should not exceed 7.71 % of FOB value of the stores.

23. 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.

24. LC CHARGES: Payment will be made through irrevocable and non-transferable Letter of Credit. LC opening / advising confirmation and additional charges will be borne by the beneficiary / supplier as per prevailing Bank rates. LC charges within Pakistan will be borne by the purchaser. Charges outside Pakistan are to borne by the seller. Any additional charges incurred due to request of supplier will be borne by the supplier.

25. QUALITY INSPECTION: Items supplied are liable to be inspected by the quality inspectors of to the respective factory of PAC before acceptance.

26. SUBMISSION OF CERTIFICATE: The certificate as per attached Annexure “A” is to be submitted along with offer / quotation.

27. TENDER OPENING: Technical offer i.e. without prices will be opened on the date and time mentioned at Annex “C” of tender in the presence of bidders‟ representatives who choose to attend. The bidders‟ representatives who are present shall sign a tender opening register / form evidencing their attendance. However time and date for opening of Commercial offers of all those firms whose technical offers are accepted will be intimated

later. Commercial offers of firms, which are not technically accepted will be returned to the firms un-opened. 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.

28. **BID SECURITY:** The Bid Security@ 5% of quote (not exceeding 0.150 M) will be deposited by all firms. Bid Security will be deposited in favour of **PAC Revolving Fund** in the form of CDR / Pay order / Demand draft only at the time of tender 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 DBA PACB. 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.

Firm's stamp and Case No must be marked on back of Bid Security.

29. **END USER CERTIFICATE (EUC):** EUC if required at any stage may be mentioned in the quotation.

30. **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.

31. **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.

32. **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.

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

(a) Proof of appearance on Active tax payer list of FBR.

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

(c) A copy of letter showing firm's financial capability. Bank statement for last 01 year and other details to ascertain financial capability of firm.

(d) Copies of audited accounts of the company for the last two accounting years that are prepared in accordance with the International Accounting Standards (IAS).

(e) 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.

(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:-

(l) 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.

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

(n) Letter of authorisation from the OEM confirming that the bidder is authorized to deal with the item quoted.

34. 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".

35. 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 un-challengeable in any court of law.

36. LITIGATION

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

37. 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.

38. 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 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. 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.

If the supplier delays delivery of any Equipment to be supplied to the Purchaser under this Contract 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) stores 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.

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.

39. 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 DBA PAC Board Kamra who is the accounts officer specified in the contract. DBA PAC Board Kamra 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 beyond 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.

40. 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.

41. 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.

42. **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 AMF PAC Kamra Tel No 051-90990-5283 & 5290 (Email: amflog@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,

(OSMAN AHMAD)
Squadron Leader
Asstt Dir Central Proc
PAC Board Kamra
Tel Ext: 2543

Enclosure: -

(i) Certificate (Annex “A”)
(ii) Questionnaire (Annex “B”)
(iii) Schedule of Stores (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)

Annexure "A"

C E R T I F I C A T E

TENDER / CONTRACT No PACB/751/091019R41/1107/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 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 original invoice Performa from principal has been enclosed herewith.		
7.	Whether copy of valid registration / business authorization of firm have been enclosed herewith.		
8.	Whether tender fee challan amounting to Rs 200/- has been enclosed herewith.		
9.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
10.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
11.	Copy of NTN, sales tax certificate **OR** Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
12.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt / Autonomous body		
13.	Valid, original agency agreement has been attached with quotation.		
14.	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		
15.	Specimen of End User Certificate has been attached (If required)		
16.	Country of origin and port of shipment have been mentioned.		
17.	All requisite documents as per **Para 33** of Invitation to tender have been attached.		
18.	10% PBG will be provided at the time of signing of contract		
19.	Warranty / Guarantee will be provided for required period		
20.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
21.	Incoterm is as per IT .i.e. FCA / FOB etc		
22.	Offer is without any condition		
23.	All terms and conditions mentioned in IT are acceptable		

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

Annexure "C"

SCHEDULE OF STORES

Tender Inquiry No: - **PACB/751/091019R41/1107/P-2**

TENDER SUBMISSION TIME: - Before 1030 Hrs on opening date

TIME & DATE OF OPENING **1100 Hrs on 24-02-2020**

(**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.)

PROC OF DLM SPARES (PIECE PARTS)

S No	Part No	Mfg Part No	Noun	UOI	Batch wise required Quantities				QTY
					1st	2nd	3rd	4th	
1	6126395-011	R4G I/L 1142902	RING SNAP	EA	30	50	50	88	218
2	6127321-028	1142901-3 I/L S2319-24 / 4002-0	GROMMET	EA	50	100	150	216	516
3	5801265-001	N/A	GASKET	EA	3	4	4	6	17
4	5806330-001	5807987-001	SEAL	EA	1	1	2	2	6

Notes:-

1. Quotation must be submitted on **'FOB'** basis only.
2. Payment will be made as per PAC Board procedure.
3. Technical details and brochure be provided with quotation for technical evaluation
4. Mode of shipment by Air / Sea.
5. OEM packing worthy of transportation by Air / Sea or Road be carried out.
6. Inspection / acceptance of store as per AMF Quality Control Department.
7. Store should be factory new and from current production.
8. Delivery is to be made in 04 batches (1st, 2nd, 3rd and 4th, batch in Feb, 2020, Dec, 2020, March, 2022 and May, 2023 respectively).

9. For life items, ¾ portion of the remaining life should be available on the time of delivery at AMF, showing date of manufacture & expiry and also procedure of life extension

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

11. The supplier will provide following documents with supplied stores at a time of delivery:-

(a) Quality Certificate
(b) Certificate of conformance
(c) Preservation as per aviation standards
(d) Preservation certificate / record (if applicable)
(e) Batch No and Date of manufacturing
(f) TDs (where applicable) specially for hardware
(g) MSDS (incase of chemicals / POL Items)
(h) Operating / Application Instructions (If applicable)
(i) Date of manufacture for Raw Material
(j) Metallurgical / Material Test Report (MTR) for Raw Material
(k) No in-lieu items is acceptable
(l) Standard packing as per aviation standard

12. Supplier is responsible for standard warranty.

13. Supplier will provide store as per tender specifications and not as per latest approved updated listings of approval (FKs) by the Saab.

14. No in-lieu item is acceptable.

15. At the time of delivery, each life item shall be having more than 80% of remaining life. For all life and non-life items, the production date should not be older than 20 months from the time of delivery and OEM certificate in this regard be rendered along with the delivery of stores.

16. Raw material (Sheets, Extrusions, Rods, tubes etc will be properly laminated for long term storage and to avoid scratches & corrosion)

Additional Notes

(a) **Penalty for Delay:** As per contract, if PAC subcontractor fails to deliver / to execute for goods / articles according to the delivery schedule provided, subcontractor shall pay to PAC a penalty for delay calculated on a pro-rata daily basis starting from the due date of delivery with the rate of 0.05% (five one ten thousand) over the price of the

goods / articles whose delivery / performance is delayed. Such penalty shall be paid according to the provision given below:

(i) Shall be paid to an account number notified, within 30(thirty) days following the written payment notice.

(ii) If there is a payment to be made to sub-contractor within the specified period, firstly the amount of such payment shall be deducted from the payment to be made by PAC for all delayed payments with a rate which I annual LIBOR + 2%.

(iii) If sub-contractor fails to make payment as mentioned above and / or if the deduction cannot be made, PAC shall draw down such amount with the interest above mentioned interest rate from the Bank Guarantees.

(iv) The obligations of sub-contractor to make such payment arising from delay, shall not relive, from its obligation to complete the delayed delivery / performance of the goods / articles from any of its other obligations under the contract.

(b) **Participation in Quality Activities:** PAC nominated team shall has a right to participate in the quality activities to be carried out at the facilities of subcontractors or anywhere.

(c) **Warranty:** Spare Parts manufactured by Pakistan OEM shall be free from defects in material, installation/integration, shipping and/or workmanship, for 02 years after installation Delivery, under Normal Usage and Service, Spare Parts produced by foreign OEM will have a warranty minimum one year after installation. If warranty is more than 01 year by foreign OEM, same will be provided to PAC.

(d) **New Material:** The sub-contractor undertakes and guarantees that the articles provided under the contract with PAC shall be “New”. It means the fulfillment of the following conditions:

(i) The materials are not; used, repaired, refurbished and/or overhauled,

- Of the materials, those having a shelf life are preserved beginning from the date of production according to the manufacturer’s instructions, and that more than 10% (ten) of their shelf life has not expired as of the Delivery date, and

- For materials with no shelf life, the difference between the date of manufacture (UB date of materials manufacturer) and the date of Delivery not being more than 6 months.

Annexure "D"

Form PACB-002A

PAKISTAN AERONAUTICAL COMPLEX BOARD
KAMRA

SCHEDULE TO TENDER

1. **TENDER INQUIRY NO: PACB/751/091019R41/1107/P-2**

2. Time and Date of opening Tender at 1100 Hrs on **24-02-2020**

(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)

Annexure "E"

Form PACB - 002B

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 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 – 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 stores required and my/our offer is to supply stores 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

Annexure "F"

PACB-002C

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 30-12-2020)	
3.	Country Of Origin	
4.	Port of Shipment	
5.	Terms of Payment (As per Para 19 of IT)	
6.	BG% (Confirmation to provide 10% BG)	
7.	Warranty / Guarantee period offered by Firm	
8.	Beneficiary Details (Completed address along with contact No)	
9.	Complete Bank address and Account Details For Payment / Letter of Credit	
10.	Previous Experience (Nature of Business and No of Years in Business)	
11.	Registration Status With PAC Board	
12.	Signing Authority (Name, Designation, Contact Details)	
13.	Address of local firm along with contact No, email etc	
14.	Manufacturer and Brand Name (If applicable)	

Annexure "G"

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 PAC BOARD KAMRAwho is the Account Officer specified in the contract. The DBA PAC BOARD KAMRAconcerned 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 inforce 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 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 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 PAC Board Kamra 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 PAC Board Kamra.