PLEASE READ CAREFULLY

- Kindly print the biding document, read carefully, sign and stamp on each page and submit with the technical quotation.
- ❖ 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.
- ❖ Participating firms are to provide particulars of their reps on Ph No 051-9099-2244 at least 01 day prior to tender opening.

INDEX

CONTENTS LIST OF CLAUSES AND ANNEXURES GENERAL PARTICULARS

CLAUSE TITLE

- 1. INVITATION
- 2. CONDITION GOVERNING CONTRACTS
- 3. DELIVERY OF TENDER. (SINGLE STAGE TWO ENVELOPE BASIS)
- 4. FORM PACB 002A & PACB 002B
- 5. SINGLE/MULTIPLE OFFERS
- 6. DATE & TIME FOR RECEIPT OF TENDER
- 7. DELIVERY PERIOD
- 8. RIGHTS RESERVED
- 9. ADDITION AND DELETION OF STORE
- 10. VALIDITY OF QUOTATION
- 11. TECHNICAL LITERATURE, SPECIFICATIONS AND NTERCHANGEABILITY
- 12. DEVIATION FROM SPECIFICATIONS
- 13. PACKING
- 14. RESTRICTION OF EXPORT / IMPORT LICENSE
- 15. APPLICATION OF OFFICIAL SECRET ACT 1923
- 16. EXAMINATION OF SPECIFICATION / SAMPLES
- 17. QUOTING OF PRICES
- 18. PRICES
- 19. COUNTRY OF MANUFACTURE
- 20. DISQUALIFICATION
- 21. PAYMENT
- 22. DOCUMENTS REQUIRED
- 23. SECURITY DEPOSIT / BANK GUARANTEE
- 24. INSPECTION / ACCEPTANCE OF STORES
- 25. CHECKING OF STORE
- 26. TENDER OPENING
- 27. WITHDRAWAL OF OFFER
- 28. TREASURY CHALLAN
- 29. SEQUENCE OF QUOTATION

CLAUSE TITLE

- 30. FAX QUOTATION
- 31. BID SECURITY
- 32. FORCE MAJEURE
- 33. ARBITRATION
- 34. LITIGATION
- 35. RISK PURCHASE
- 36. LATE DELIVERY
- 37. AUTHORITY TO SIGN DOCUMENTS
- 38. REGISTERED SUPPLIER WITH FBR
- 39. DISCREPANCY
- 40. TERMINATION OF CONTRACT
- 41. PRIOR INTIMATION REGARDING SUBMISSION OF QUOTATION
- 42. BIDDING CLARIFICATIONS TO TENDER

ANNEX "A" SCHEDULE OF STORES

ANNEX "B" Form PACB-002A SCHEDULE OF TENDER

ANNEX "C" Form PACB - 002B UNDER TAKING

ANNEX "D" Form PACB-002C QUESTIONNAIRE TO BE FILLED IN BY BIDDER

ANNEX "E" Form PACB-002D SPECIAL INSTRUCTIONS

ANNEX "F" GENERAL CONDITIONS FOR BG



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 R)

Tender No PACB/741/33385021/0919/P-1

Directorate of Central Procurement Pakistan Aeronautical Complex Board Kamra Distt. Attock

Tel: +92-051-90990-2534, 2244

Fax: +92 (057) 9317491 Email: adcp@pac.org.pk

07 May, 2024

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 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. (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 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 **06 to 08 weeks after signing of contract**. 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 must be valid up to 30 June, 2024.
- 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 051-90990-4295, provmrf@pac.org.pk or Directorate of Log, MRF 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.
- 14. RESTRICTION OF EXPORT / IMPORT LICENSE: N/A
- 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.
- (I) 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) Offer with Prior sale condition.
- 21. PAYMENT: Payment will be released 100% on CRV's.
- **22. 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 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.
 - (f) Registration number issued by respective Department of Commerce or concerned department authorising to deal in subject store and export of store.
 - (g) List and evidence of certification from recognized international bodies like ISO.
 - (h) 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.

- (j) Firm/Supplier name, complete address, contact numbers, and email addresses.
- (k) Undertaking that their firm and their proprietors have not been in litigation/blacklisted by any Govt./Semi-Govt/Autonomous body.
- (I) 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: -

- (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 Manufacturer confirming that the bidder is authorized to deal with the item quoted.
- 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 <u>Three year</u> 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 Bid Security.
- **28. TREASURY CHALLAN:** Offer must be accompanied by Challan Form No. F-32A of Rs, 200/- obtained from State Bank of Pakistan/ Govt treasury under **Major Head C02501-20, Main Head 12, Sub Head 'A' Miscellaneous (Code Head 1/845/30).** CMA (ISO's) Rawalpindi on behalf of "Director Central Procurement PAC Board Kamra". Only one offer can be made for same item on one Challan. Multiple offer / rates, if quoted will be rejected.
- **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 0.400 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 Bid Security.

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 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.

- **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. 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 will be stopped till he files his mandatory returns and appears on ATL of FBR.
- **39. 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.

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.

40. **DISCREPANCY** The consignee will render a discrepancy report within 30 days after receipt of the material in Pakistan for any discrepancy found in consignment and shortage in quantities for which the seller is responsible to replace short quantity free of cost. If the seller is unable to provide the replacement for the rejected store / short quantities within 90 days, the seller will make a complete refund of any payment received against the rejected store / short quantities to the purchaser. In case of surplus supply by the seller, the purchaser will render to the seller the material delivered in excess at seller's expense. Discrepancy report regarding loss/damage will be immediately lodged with the seller/carrier given reasonable time be provided to the purchaser to inspect the store. The seller will co-operate with purchaser in filling claims with the carrier. In case the stores on checking / test after receipt at consignee's warehouse are found not conforming strictly to the contract specification and other particular, the Seller shall immediately replace the rejected store by acceptable store free of cost and without any obligation to the Purchaser. If the seller is unable to provide the replacement for the rejected store within 90 days, the seller will make a complete refund of any payment received against the rejected store to the purchaser. Rejected stores will be disposed off by the Seller under his own arrangements within 14 days from the date of rejection and within 72 hours in case of dangerous, infected and perishable stores. In case the seller fails to lift the stores within the above-mentioned stipulated period he will pay storage charges at the following rates. Moreover, purchaser shall not be liable for the safety and security of stores / items if not so lifted by the seller after the above stated time period.

Cost of the Stores Storage Charges

a. Upto Rs. 1 M 5% per Annum b. Above 1 and upto 5 M 4% " "
c. 5 to 10 M 3% " "
d. over 10 M 2% " "

- 41. PRIOR INTIMATION REGARDING SUBMISSION OF QUOTATION To avoid misplacement of the quotations, all firms are required to intimate this office regarding dispatch of their quotation through courier giving details of the courier through telephone / fax, so that courier service may be tracked to ensure your participation in the competition.
- **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 MRF PAC Kamra Tel No 051-90990-4510 (Email: provmrf@pac.org.pk)

Bidding / Contracting Procedure: Directorate of Central Procurement PAC Board Kamra Tel No 051-90990-2534 (Email: adop@pac.org.pk).

Yours sincerely,

Squadron Leader
Asstt Dir Central Proc
PAC Board Kamra

Tel Ext: 051-9099-2535

ANNEX "A" SCHEDULE OF STORES

ANNEX "B" Form PACB-002A SCHEDULE OF TENDER

ANNEX "C" Form PACB - 002B UNDER TAKING

ANNEX "D" Form PACB-002C QUESTIONNAIRE TO BE FILLED IN BY BIDDER

ANNEX "E" Form PACB-002D SPECIAL INSTRUCTIONS

ANNEX "F" GENERAL CONDITIONS FOR BG

Annex "A"

SCHEDULE OF STORES

Tender Inquiry No: - PACB/741/33385021/0919/P-1

TENDER SUBMISSION TIME: - Before 1030 Hrs on opening date

TIME & DATE OF OPENING 1100 Hrs on 23-05-2024

(**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 SPLIT TYPE REVERSIBLE AIR CONDITIONER 02 TON (QTY-19) (AS PER FOLLOWING SPECIFICATIONS)

Part No	Noun	Qty
4120PK1940001	Split Type Reversible Air Conditioner 02 Ton	19

SPECIFICATIONS OF 02 TON REVERSIBLE AIR CONDITIONER

S No	DESCRIPTION	INDENTED SPECIFICATIONS
1	Cooling Power in Ton	02 Ton / 24000 BTU
2	Type	Inverter
3	Input Voltage	220-240 Volts
4	Ac Type	Split Type Reversible
5	Noise Level Indoor	Low
6	Display	LED Display
7	Warranty	03 Years Standard warranty
8	Air Swing	Yes
9	Auto Restart	Yes
10	Sleep Mode	Yes
11	Remote Control	Yes

Notes / Terms & Condition: -

- 1. Warranty / Free of Cost Installation along with accessories must be provided.
- 2. Quotation must be submitted on 'FOR' basis only.
- **3.** Payment would be made 100% on receipt / acceptance of store.
- **4.** Packing should be proper to with stand stock shock during transit by road.
- 5. Quality check of item by MRF PAC, Kamra.
- **6.** MSDS, OEM, Batch No / Lot No and conformance certificate with products should be provide.

Annex "B"

Form PACB - 02A

PAKISTAN AERONAUTICAL COMPLEX BOARD KAMRA

SCHEDULE TO TENDER

- 1. Tender Inquiry No PACB/741/33385021/0919/P-1
- 2. Time and Date of opening Tender at 1100 Hrs on 23-05-2024

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

Grand	Total	1		

Signature of Tenderer (Capacity in which signing)

Annex "C" Form PACB – 02B

UNDER TAKING (Fill in and Return)

_
\sim
ı U.

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

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 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.

Yours faithfully

Witness's Signature:	Signature of Tenderers:
Name:	Name:
N.I.C No.	N.I.C No.
Address:	Capacity in which
Signing:	Address:
Date:	Date:
	Tele:
	Telex/Fax:

Annex "D" Form PACB - 02C

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 / FOR etc		
22.	Offer is without any condition		
23.	All terms and conditions mentioned in IT are acceptable		
24.	Complete IT Document dully signed and stamped on each page by authorized signatory of the firm is provided.		

Dated:	(Signature of Bidder & Stamp)

Annex "E" Form PACB-002D

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 valid up to 30 June, 2024).	
3.	Country Of Origin	
4.	Port of Shipment	
5.	Terms of Payment (As per Para 21 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)	
15	Complete IT Document dully signed and stamped on each page by authorized signatory of the firm	

Annex "F"

GENERAL CONDITIONS FOR BG

(a)	To ensure timely and	d correct supply of	f stores, the f	irm will furni	sh an unconditiona
Bank	Guarantee within 30 day	s of the signing of	of the contract	ct from a sc	hedule Bank for a
amoui	nt of Rs	i.e	% of the t	otal value of	the contract (on a
judicia	I Stamp paper of the va	alue of Rs 100/-).	The Bank C	Suarantee sh	nall be endorsed in
favour	of CMA who is the Acco	ount Officer specifi	ed in the con	tract. The C	MA concerned sha
have t	the like power of seeking	encashment of the	ne Bank Gua	rantee as if	the same has beei
demai	nded by the purchase offi	cer 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.