

Contract No.PACB/ _____
Dated _____

CONTRACT

GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE

PAKISTAN AERONAUTICAL COMPLEX BOARD KAMRA

CONT. NO. PACB/ _____
DATED _____

Agreement for procurement of _____

1. This agreement is made on day of Between the Chairman PACB (herein after called the "PURCHASER" party of the first part and **M/S** _____. Herein after called the "SELLER") party of the second part. The Chairman PAC Board be represented by Member Commercial PAC Board Kamra.
2. Whereby it is agreed that the Purchaser buy the stores described in the schedule of stores at Appendix "A" at the prices mentioned therein subject to terms and conditions shown at Appendix "B" which form part of this agreement.
3. The terms and conditions as stipulated in the appendices attached hereto constitute the entire agreement between the two parties and supersede any previous undertaking, commitment or representation whatever oral or written in this regard.

WARNING

Any information about the sale/ purchase of the stores under this contract not be communicated to any person, other than the manufacturer of the stores or to any press or agency not authorized by the Member Commercial PAC Board Kamra, Ministry of Defence to receive it. The breach of the undertaking be punishable under the official Secrets Act, 1923.

(SELLER)

(PURCHASER)

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(SELLER)

(PURCHASER)

Contract No.PACB/
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Member Commercial PAC Board For and on behalf of the Chairman Pakistan Aeronautical Complex Board Kamra and

Mr. _____

For and on behalf of M/S _____

herein set their hands and seal on the date and year written below: -

PURCHASER

SELLER

Signature _____

Signature

Name ()

Name

Rank

(Seal)

Designation: Member Commercial
PAC Board Kamra

For and on behalf of the Chairman of
Pakistan Aeronautical Complex Board
Kamra Distt. Attock PAKISTAN

For and behalf of
M/S _____

Date _____

Issued with the Concurrence of the Member Finance PAC Board vide diary No. ____/MF
Dated _____.

(SELLER)

(PURCHASER)

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DISTRIBUTION: -

- | | | |
|-----|--------------------------------|-----------|
| 1. | M/S _____ | 02 Copies |
| 2. | Dir Log _____ PAC KAMRA | 01 copy |
| 3. | Dir Bgt & Acct _____ PAC KAMRA | 01 copy |
| 4. | Finance Wing (PACB) KAMRA | 01 copy |
| 5. | Dir Quality _____ PAC KAMRA | 01copy |
| 6. | NIC Islamabad | 01 Copy |
| 7. | SLO P-721 (Dett) Faisal | 01 Copy |
| 8. | Master Copy | 01 Copy |
| 9. | CMA (DP) Rawalpindi | 03 Copies |
| 10. | File Copy | 02 Copies |

(SELLER)

(PURCHASER)

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Dated _____

APPENDIX "B"

(TERMS AND CONDITIONS)

1. DEFINITION OF CONTRACT

The "Contract" means the agreement entered into between the parties i.e. the Purchaser and the Supplier on PAC Board Contract form in accordance with the Law of Contract Act 1872, in token of having accepted terms and conditions laid down thereafter and those General/Special conditions that may be added to a given contract for the supply of Defence stores specified therein. Even the advance acceptance letter posted or sent by telex/Fax by the Purchaser within the validity period of Suppliers offer would constitute a binding agreement. The terms of contract not be taken to include the preliminaries such as invitation to Tender offers of the Suppliers and connected correspondence which will be deemed to have become inoperative as soon as the relevant contract has been entered into by both the parties as described above.

2. INDENTOR:

- a) Indent No. & Date: _____
- b) Cost Debitable to Head _____
- c) Consignee: _____
- d) Term of LC _____
- e) Port of Shipment _____
- f) Port of destination Islamabad/Karachi
- g) Partial shipment _____
- h) Trans shipment _____
- j) Mode of shipment By Air/Sea

3. DELIVERY DATE: _____

4. COUNTRY OF ORIGIN: - _____

5. MAKER'S NAME AND BRAND:- _____

6. SPECIFICATIONS:-

The Seller will offer the stores strictly in accordance with the specifications mentioned in the "Schedule of Stores".

(SELLER)

(PURCHASER)

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7. THE PRICES ARE FIRM

The prices given in the Schedule of store are firm and final and without any Legal claim on the purchaser. The purchaser will not be liable for any payment on account of any taxes or duties that might be imposed or increased on contracted goods after signing of the contract.

8. EXTENSION IN DELIVERY PERIOD

Request for extension in Delivery Period will only be made to Directorate of Procurement (PAC Board) at least 30 days before expiry of delivery period.

9. ACCEPTANCE

Store will be accepted against manufacturer's standard warranty/Seller's letter of guarantee and acceptance by quality control of _____ PAC as per Clause-10.

10. INSPECTION & WARRANTY / GUARANTEE

a) Inspection will be carried out by Quality Control of _____ PAC.

b) The store will be accepted on Suppliers warranty / guarantee with regard to quality and quantity subject to these being technically checked / tested where necessary and accounted for on arrival at consignee's warehouse. The Supplier will render warranty / Guarantee certificate in duplicate to the Purchaser on the enclosed Performa as soon as store have been Despatched / delivered. This Warranty / Guarantee shall be binding on the Supplier for a period of 12 months reckoning from the date of receipt of store at consignee' warehouse/installation of equipment. It will be obligatory for the Supplier to identify the store by inscribing there on or attaching their to a Warranty / Label disc to the following effect:-

Expiry Date _____

Supplier's Name: **M/S** _____.

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 Supplier shall immediately replace the rejected store by acceptable store free of cost and with out any obligation to the Purchaser. Rejected stores will be disposed off by the Supplier under his own arrangements.

11. PRINCIPAL: M/S _____

(SELLER)

(PURCHASER)

12. BANK GUARANTEE: _____

a) The supplier/seller will provide a Bank Guarantee through Directorate of Procurement PAC Board Kamra amounting to _____ being _____ of FOB value of the contract on the prescribed Performa attached as Annexure "A" for satisfactory execution of the order. It be covered by any scheduled bank in Pakistan. The bank guarantee be endorsed in favour of CMA (DP) Rwp, who is the account officer specified in the contract. The account officer CMA (DP) Rwp, have the like power of seeking encashment of the bank guarantee as if the same has been demanded by the purchaser himself. The bank guarantee be furnished by the supplier within 30 days from the date of opening of letter of credit. The bank guarantee will be valid for a period of 12 months after the date of expiry of letter of credit. If delivery period is extended, the supplier will arrange the extension of bank guarantee with in 30 days from the date of amendment of L.C if the guarantee is not revalidated the same is liable to be encashed by the CMA (DP) RWP.

b) If the supplier fails to furnish the bank guarantee with in specified period the purchaser reserves the right to cancel the contract and has the right to purchase the store at the risk and expenses of the supplier.

c) In the event of unsatisfactory performance or any breach of the contract, bank guarantee be forfeited by the purchaser. The bank guarantee will be returned to the supplier by PAC Board on request after its expiry or after satisfactory performance of the contract which ever is earlier.

13. TERMS OF PAYMENT

a) CMA (DP), CMA Complex, Bakery Road Rawalpindi will authorize State Bank of Pakistan to open a confirmed, non-transferable, non-divisible and irrevocable Letter of Credit for total FOB Value _____ in words (_____ only) in favor of **M/S** _____

b) Letter of Credit be advised/confirmed to supplier through the foreign bank

c) Letter of Credit opening charges (at the prevailing rates) will be borne by the purchaser in Pakistan and by the supplier/seller in foreign. If L/C confirmation/re-confirmation is required, the charges for the same will also be borne by the supplier/seller.

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d) L/C will remain valid for a period of two months beyond the delivery period stipulated in the contract.

e) The Bank will release _____ payment of the invoices value to the supplier/seller on production of the following documents: -

- | | | | |
|------|------------------------------|---|-----------|
| i) | Invoices | : | 07 copies |
| ii) | Air Way Bill/Bill of Lading | : | 01 copy |
| | (Original negotiable) | : | |
| iii) | Letter of Warranty/Guarantee | | 01 copy |
| iv) | Manufacturer's/Seller's | : | 01 copy |
| | Inspection Certificate | | |
| v) | Insurance declaration | : | 01 copy |
| | Certificate | | |
| vi) | Packing Note | : | 01 copy |
| vii) | 5% Performance BG | | |
| | acceptance certificate | : | 01 copy |

f) The bank is to release the balance ___% payment to the supplier on production of following documents: -

- | | | | |
|-----|---------------------|---|-----------|
| i) | Invoices | : | 07 copies |
| ii) | Consignee's Receipt | : | 01 copy |
| | Vouchers | | |

g) Part payment against part shipment is allowed.

(h) CMA (D P) Rawalpindi will make the following payment in Pak currency: -

(i) **Air/Sea Freight charges**

Air/Sea Freight charges to the carrier (PIAC/PNSC of Pakistan) at actual in Pak Rupees on submission of their bills.

(ii) **Inland Freight charges**

Inland Freight charges to the carrier at actual in Pak Rupees on submission of their bills.

(iii) **Insurance charges**

Insurance premium @ 0.60% to M/s National Insurance Corporation
NIC Building 63 Jinnah Avenue Blue Area Islamabad at actual in
Pakistan Rupees on submission of their bills.

(SELLER)

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14. **INSURANCE**

a) The stores be insured @ 0.60% from Supplier's warehouse to consignee's warehouse through **National Insurance Corporation, 63-Jinnah Avenue Blue Area Islamabad** against open policy to enable the insurance Corporation to issue the Insurance Certificate, the Supplier shall send them by registered mail one copy each of commercial invoice (showing all charges), bill of lading number or Airway bill number or postal receipt number as applicable, and other dispatch documents under covering letter quoting relevant contract number and date.

b) The insurance certificate will be forwarded to the following by the National Insurance Corporation immediately on receipt of commercial invoice etc, from the Supplier:-

- i. One copy - Consignee
- ii One copy - CMA (DP) Rawalpindi
- iii Two copies - Purchaser
- iv One copy - Stores Liaison Officer P - 721 PAF Faisal Karachi.
(In case of Sea shipment only)
- v. One copy - Supplier/seller

c) Insurance premium at actual will be paid in Pakistani Currency through CMA (DP) on the presentation of Debit Note by the Insurance Corporation to the Purchaser.

15. **MODE OF DESPATCH / DELIVERY**

Stores be despatched by Air in the manner explained in succeeding sub paras as applicable there to:-

(A) BY AIR

- a) As far as possible parcels be delivered to the nearest PIA office.
- b) Services of other Airlines will be utilized only where PIA does not operate, with the prior permission of Directorate of Procurement PAC Board Kamra.
- c) All airlifts through PIA be on freight-to-pay basis while in the case of other airlines the freight be prepaid and claimed by the Supplier from the CMA (DP) Rwp duly supported by airfreight bill.
- d) Immediately after airlift of stores despatch particular showing airway bill number and date, description of stores number of packages and contract no and date, be telexed / faxed /cabled by the Supplier to the Purchaser followed by the under mentioned documents to be mailed to him failing which demurrage incurred will be payable by the Supplier: -

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- i) One copy of airway bill showing all details and charges.
 - ii) One copy of packing list.
 - iii) Three copies of Commercial invoice showing all charges.
- e) It is important that airway bill is made in the name of consignee mentioned in the contract and in no case to the order of bank and must show contract number and date to facilitate linking and timely delivery of the air parcel.

(B) – By Sea

Shipment be made on F O B basis by the Supplier on a Pakistan Flag Vessel preferably of Pakistan National Shipping Corporation (P N S C) by direct sailing through the courtesy of P N S C agent.

- a) The Supplier will furnish the following information to the P N S C agent as soon as the stores are ready for dispatch :-
- i) Contract No. & Date
 - ii) No of packages with dimension
 - iii) Net weight
 - iv) Gross weight
 - v) Volume
- b) If Pakistan Flag Vessel is not available and / or delivery is likely to be delayed beyond the specified period, the Supplier may ship the stores on C & F basis on any available Foreign Flag Vessel with the prior permission of Directorate of Procurement PAC Board Kamra (Preferably of the Conference Lines Vessel) calling at Karachi as the first port of call in the South Asia Sub Continent. Under no circumstances shipment will be made on an Indian, Bangladeshi or Israeli Vessel or on the Foreign Flag Vessel calling first at any Indian Sea Port in route to Karachi. Shipment on a Foreign Flag vessel will not be made on F O B basis.
- c) As soon as shipment takes place the P N S C agent will deliver the original copy of Bill of Lading to the Supplier.
- d) The Bill of Lading be made out in the name of Store Liaison Officer P – 721 PAF Faisal Karachi (Pakistan) and must show contract No and date to facilitate linking.
- e) The following documents be forwarded by the Supplier through Air Mail immediately after the Vessel sails for Karachi to the Consignee and Directorate of Procurement PAC Board Kamra Distt Attock Pakistan.

(i)	Non negotiate able copy of Bill of lading	05 copies
(ii)	Commercial invoice showing all charges	08 copies
(iii)	Warranty/Guarantee certificate	03 copies
(iv)	Packing list of each package	04 copies

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The abovementioned documents must reach the Directorate of Procurement PAC Board Kamra Pakistan at least seven days before the arrival of Ship at Karachi failing which resultant demurrage be payable by the Supplier

- f) Supplier authorize the shipping company concerned to give the delivery order of stores to the Stores Liaison Officer P – 721 PAF Faisal Karachi Pakistan on a Letter of Guarantee in case shipping document are not received in time by Stores Liaison Officer P – 721 PAF Faisal Karachi.
- g) Any loss or demurrage caused due to wrong preparation and / or late receipt of shipping documents will be recoverable from or will be payable by the Supplier.
- h) Immediately after the shipment of consignment, the Supplier is to Fax the following information to Consignee and Directorate of Procurement PAC Board Kamra Pakistan on Fax No.+92-57-9316288 OR 051-9225500.
 - i) Contract No
 - ii) Bill of Lading Number
 - iii) Name of the Ship
 - iv) Expected date of arrival at Karachi (E D A)
 - v) Type / nomenclature of the store (whether explosive, chemical, materials, spares etc)
 - vi) Qty and dimension of store (Detail of packages including gross weight and No etc)
 - vii) Final destination of stores in Pakistan (Address of Consignee) C/O SLO P-721 Faisal Karachi MD _____.

(c) - CLEARANCE OF STORES:-

The consignment will be cleared from Customs by Stores Liaison Officer P-721 PAF Faisal Karachi on arrival at Karachi Port /_Air port free of custom duty / Sales Tax. After clearance Stores Liaison Officer P - 721 PAF Faisal Karachi will arrange dispatch to P A C Kamra. Wharfage charges will be paid by concerned Factory of PAC Board on receipt of K P T Bills. Supplier will dispatch the stores of one contract in one single ship to facilitate easy clearance of stores at Karachi Port. More than one ship be used when the store is of large quantity and can not be shipped on a single ship.

16. **DESPATCH / SHIPPING INSTRUCTION:-** The supplier/seller will dispatch the store duly packed and marked as per contract clause-2 under their own arrangements to the MD _____ PAC Kamra.

(SELLER)

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PACKING AND MARKING

(a) The store must be protected adequately and appropriately to the mode of despatch against damages from water or other substances during the Sea Voyage and over land journey to with stand the rough handling involved in transit and provide proper preservative materials while held in storage by the consignee. Wooden packing should be preferred and hard board / soft board should be avoided as far as possible.

(b) A packing note quoting contract No, date, detail of store and quantity must be placed below the lid of each package.

(c) If at the time of taking delivery from the carrier or on receipt at consignee premises the stores if found to have suffered loss or damage attributable to faulty packing, the loss or damages will be recoverable from or will be made good by Supplier at his own cost.

(d) All packing cases and other packing material be supplied free by the Supplier and shall become the property of Purchaser.

(e) Packages / containers shall be clearly marked / stenciled to show following particulars:-

- i) Name of the consignee
- ii) Contract No
- iii) Description of stores
- iv) Gross and net weight.
- v) Running number of package / container in relation to the total quantity under the green triangle.
- vi) Name of the Supplier.

(f) Packages containing delicate/ fragile and hazard/ explosive stores be marked as such conspicuously by putting necessary identification marking indicating distinct category and group etc; otherwise the damage caused will be made good by the Supplier at his own cost.

(g) In the event of incorrect marking demurrage caused due to delayed delivery/clearance from the carrier will be recoverable from or will be paid by the Supplier.

17. FAILURE TO SUPPLY STORES

The specified delivery period (time for and date of delivery despatch of store) is the essence of the contract. All deliveries must be completed by the specified date (s). If failure to deliver stores within the scheduled time have arisen from 'Force Majeure' which

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the Purchaser may admit as reasonable ground for further time, he will allow such additional time, (without imposing liquidated damages), as he may consider to have been required by the circumstances of the case of which he will be the sole judge and his decision will be final, otherwise he will be entitled at his option: -

(a) "In case of un-supplied portion of the contract and unsatisfactory performance of the contract be rescinded by forfeiture of security and guarantee by the authority which approved award of the contract".

(b) "To recover liquidated damages when the Government (Competent purchase officer on behalf of the Government) is satisfied that the failure to supply the store within the scheduled delivery period has been for reasons within the control of the Suppliers and or if the Government has suffered loss for reasons of belated delivery. These liquidated damages, if imposed, will be recovered upto the rate of 2% but not less than 1% of the value of un-supplied quantity of the item (s) 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 liable will not exceed 10% of the total contract value of the particular stores which remained un-supplied either in part or in full".

(c) The supplies be deemed to have been delivered when acceptable stores are tendered for inspection or delivered to the carrier for despatch to the consignee.

18. 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 Supplier. The Supplier 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 Supplier 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".

19. TERMINATION OF CONTRACT

If at any time during the currency of this contract, the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of FAILURE TO SUPPLY THE Stores) as per Clause-17 have the right to do so through mutual agreement between both the parties.

20. RISK PURCHASE

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

(SELLER)

(PURCHASER)

21. VARIATION

The contract will not be varied or modified without the mutual agreement in writing by both the parties to the contract.

22. DISCREPANCY

The consignee will render a discrepancy report within 90 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. 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. The seller will co-operate with Purchaser in filling claims with the carrier.

23. SPECIAL CLAUSE

The purchaser reserve the right of deletion of any, item increase decrease of any quantity and cancellation of the contract partially or in fully without assigning any reason whatsoever, within 30 days of signing of the contract without any financial repercussion on either side. Such information will be passed on to the supplier/seller through the fastest means i.e. telephone, telegram, fax etc.

24. LITIGATION

In case of any dispute only Court of Jurisdiction at Rawalpindi have the Jurisdiction to decide the matter.

25. CORRESPONDENCE

All correspondence should be in English language addressed to **Directorate of Procurement PAC Board Kamra** reference to Contract No and date, particularly in Bill of Lading / Airway Bill / Parcel, should invariably be quoted to facilitate linking with relevant cases by the agencies concerned.

26. AUTHORITY TO SIGN DOCUMENTS

The person signing the contract or any other document forming part of the contract on behalf of the Supplier and Purchaser be deemed to warrant that he has authority to bind the seller and purchaser to the terms and conditions of the contract signed.

27. LICENSES

It will be the responsibility of the Supplier to obtain from the Government concerned all permits and export licenses, etc; required to enable each consignment to be shipped immediately upon receipt of the shipping instructions from the Purchaser or any officer appointed on his behalf.

(SELLER)

(PURCHASER)

28. SUBLETTING

The Supplier will be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier is not to sublet transfer or assign the contract or any part thereof without prior written permission of the Purchaser.

29. ARBITRATION

All matters of dispute or difference, except regarding rejection of stores by the inspector and or cancellation of the contract by the Purchaser arising out of this agreement between the parties hereto, the settlement of which is not otherwise specially provided for in this agreement, be referred for adjudication to two arbitrators, one to be nominated by each party, who before entering on the reference appoint an umpire by mutual agreement and if they do not agree a judge of the superior court appoint the umpire the arbitration proceedings be held in Pakistan and under Pakistan Law. The arbitration award be un-spoken.

30. CONTRACT COMPLETION, NO DEMAND CERTIFICATE

The Seller shall submit a Contract Completion Certificate stating that all Supplies and Services contracted for under this Contract have been successfully delivered / performed. Whereas concurrently the Purchaser acting through the End User will certify through a No Demand Certificate, within three (3) months of receiving the Contract Completion Certificate from the Seller, that all demands have been fulfilled as per terms and conditions of this Contract.

31. DECLARATION

(The Seller) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing (The Seller) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

(The Seller) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not

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taken any action or will not take any action to circumvent the above declaration, representation or warranty.

(The Seller) accept full responsibility and strict liability for making any false deceleration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any

law, contract or other instrument, be avoidable at the option of GoP. Notwithstanding any rights and remedies exercised by GoP in this regard,

(The Seller) agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by (The Seller) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

32. SECURITY

The name of PAC Board Kamra should never be disclosed in any form as client.

(SELLER)

(PURCHASER)

Contract No. PACB/
Dated _____

Annex "I"

WARRANTY/GUARANTEE CERTIFICATE

Firm's Name **M/S** _____.

Contract No. **PACB/** _____ **DATED**

1. We hereby guarantee that the goods supplied against the above contract are in all respect in accordance with the relevant specification and terms of the contract and that the materials used, whether or not of our manufacture, are in accordance with the latest approved standard specifications complete, are of good workmanship/quality throughout, and that we replace free of cost, every article or part thereof which before use or in use, be found defective, or not within the limits and tolerance of specification requirements or in any way not in accordance with the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within the period specified by the Purchaser, we will refund the relevant cost.
3. The Warranty/Guarantee will remain valid for 12 months after the receipt of stores by the consignee/installation of the equipment.

Seal

Signature _____

Name _____

Status in the Firm _____

Date _____

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

FORM PACB - 003



CONTRACT FORM

“ _____ ”

GENERAL CONDITIONS OF CONTRACT

PAKISTAN AERONAUTICAL COMPLEX BOARD

KAMRA

DISTT ATTOCK

PAKISTAN

(SELLER)

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Contract No.PACB/
Dated _____

Pakistan Aeronautical Complex Board
Kamra District Attock
Tele No. 051-9099/Ext-2244
Fax No. 92-057-9317491
PACB/ _____
Dated _____

Manager
Schedule Bank

Dear Sir,

SUMMARY FOR OPENING OF LETTER OF CREDIT
CONTRACT NO. PACB/
DATED _____

1. Name and address incl Telephone, M/S _____
Fax of the supplier _____
2. Name and address incl Telephone, : M/S _____
of the beneficiary _____
3. L.C Value : _____
4. Terms of L.C : _____
5. Partial shipment : _____
6. Trans shipment : _____
7. Description of Store : App "A" to Contract (schedule of store)
8. Country of Origin : _____
9. Port of shipment : _____
10. Port of destination : ISLAMABAD/KARACHI
11. Mode of shipment : By Air/Sea (PIAC/PNSC only)
12. Consignee & his address, : _____

(SELLER)

(PURCHASER)

13. **TERMS OF PAYMENT**

a) CMA (DP), CMA Complex, Bakery Road Rawalpindi will authorize State Bank of Pakistan to open a confirmed, non-transferable, non-divisible and irrevocable Letter of Credit for total FOB Value _____ in words (_____ only) in favor of **M/S**

c) Letter of Credit be advised/confirmed to supplier through the foreign bank
_____.

c) Letter of Credit opening charges (at the prevailing rates) will be borne by the purchaser in Pakistan and by the supplier/seller in foreign. If L/C confirmation/re-confirmation is required, the charges for the same will also be borne by the supplier/seller.

d) L/C will remain valid for a period of two months beyond the delivery period stipulated in the contract.

e) The Bank will release ____% payment of the invoices value to the supplier/seller on production of the following documents: -

- | | | | |
|-------|------------------------------|---|-----------|
| i) | Invoices | : | 07 copies |
| ii) | Air Way Bill/Bill of Lading | : | 01 copy |
| | (Original negotiable) | : | |
| iii) | Letter of Warranty/Guarantee | : | 01 copy |
| iv) | Manufacturer's/Seller's | : | 01 copy |
| | Inspection Certificate | | |
| v) | Insurance declaration | : | 01 copy |
| | Certificate | | |
| vi) | Packing Note | : | 01 copy |
| viii) | 5% Performance BG | | |
| | acceptance certificate | : | 01 copy |

f) The bank is to release the balance ____% payment to the supplier on production of following documents: -

- | | | | |
|-----|---------------------|---|-----------|
| i) | Invoices | : | 07 copies |
| ii) | Consignee's Receipt | : | 01 copy |
| | Vouchers | | |

g) Part payment against part shipment is allowed.

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

14. Shipment date : _____
15. Negotiation date : _____
16. Payment of LC opening charges : **Purchaser**
17. Additional confirmation/advising/
amendment etc charges : **Beneficiary**
18. Insurance : Applicable, following documents are to be sent to
NIC lbd (Pakistan) by the beneficiary
(i) Airway bill/ Bill of lading
19. Performance Bank Guarantee : _____ (____% Performance BG)
20. Special condition if any : Nil

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

Annex "II"

**BANK GUARANTEE FOR PERFORMANCE/WARRANTY/LIABILITY ON JUDICIALSTAMP
PAPER OF Rs.100/- OR AS SUITABLE TO THE AMOUNT OF BG**

- (i) Contract No. _____ Date _____
- (ii) Name of Firm/Contractor _____
- (iii) Address of Firm/Contractor _____
- (iv) Name of Guarantor _____
- (v) Address of Guarantor _____
- (vi) Amount of Guarantee _____
(_____)
(in words)
- (vii) Date of expiry of Guarantee _____

To: The President of the Islamic Republic of Pakistan through the
CMA (DP) Rawalpindi

Sir,

Where as your goodself have entered into Contract No _____
Dated _____ With Meessrs _____

(Full Name and Address)

herein after referred to as our customer and that one of the condition of the Contract is submission
of unconditional Bank Guarantee by our customer to your good self for a sum of . -
_____ FE (as applicable) _____

1. In compliance with this stipulation of the contract we hereby agree and undertake as
under: -
- To pay to you unconditionally on demand and\or without any reference to our
Customer an amount not exceeding the sum of _____
FE (as applicable) _____
as would be mentioned in your writ ton Demand Notice.
 - To keep this Guarantee in force till _____
 - That the validity of this Bank Guarantee shall be kept one clear year

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

ahead of the original\extended delivery period or the warrantee of the Stores which soever is later in duration on receipt of information from our

Customer i.e M/S _____ or from your office. Claim, if any must be duly received by us on or before this day. Our liability

under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e Bank Guarantee must be clearly cancelled, discharged and returned to us.

- d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
- e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this Contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this bank Guarantee which shall be limited only to

- f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or customer/seller or vendor.
- g. That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our customer/seller or vendor

Guarantor

Date _____

(Bank seal and signatures)

(SELLER)

(PURCHASER)