

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

INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO TENDERER
(FOR)

Tender No.PACB/741/63625011/0634/P-1

Directorate of Central Procurement

Pakistan Aeronautical Complex Board

Kamra Distt. Attock

Telephone: 051-9099-2244, 2543

Fax No 057-9317491

06 February, 2017

To,

PAC & PPRA Websites

Dear Sir,

1. I invite you to tender for supply of store 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 that is the “Purchaser” and the “Seller” on PACB Contract Form PACB – 003 in accordance with the law of contract Act, 1872, General Conditions contained in PACB – 10 and other special conditions that may be added to given contract for the supply of PAC stores specified therein.

3. **DELIVERY OF TENDER.**

- (a) **Technical Offer:** It shall contain all relevant specifications alongwith 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, along with essential literature / brochure and clearly marked on face of a separate envelope “**Commercial Offer with prices**”, tender number and date of opening.
- (c) Both the “**Envelops**” of Commercial and Technical offers should be enclosed in one cover, properly sealed and bear the address of Directorate of Central Procurement (DCP) PAC Kamra with tender number and opening date.
- (d) Technical offer i.e. without prices will be opened on the date and time mentioned at schedule of store of tender. However time and date for opening of Commercial offers of all those firms whose technical offers are

accepted will be intimated later. Offers which are not technically accepted will be returned to the firms un-opened.

4. **FORM PACB - 002A & PACB - 002B:** Form **PACB - 002A & PACB - 002B** 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.

6. **DATE & TIME FOR RECEIPT OF TENDER:** The tender must reach DCP PAC Kamra by the date and time specified in the **Schedule to Tender** (PACB – 002A attached). Tenders received after the appointed time will, NOT be entertained. The appointed time will, however fall on next working day in case of closed/forced holiday, telegraphed / Faxed / Telexed bids will be rejected unless specifically asked for.

7. **DELIVERY PERIOD:** Stores are required within minimum possible delivery period but not later than 04 Months after signing of contract. 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 offer. The reasons of rejection will be intimated to the unsuccessful bidders. 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 **31 Dec, 2017**

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 051-90990-2150 or Comm Centre, MRF PAC Kamra District Attock. (Email:commcenter.pac@gmail.com)**

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. Rejected store will be returned after receipt of its replacement.

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:** Offer subject to restriction of Import/Export License will not be entertained.
15. **APPLICATION OF OFFICIAL SECRET ACT:** 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 unauthorized / unconcerned person/organization. The firm is therefore, requested to ensure complete secrecy regarding documents and stores concerned with the inquiry to limit the number of employees having access 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. **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.
18. **COUNTRY OF MANUFACTURE** Country / place of manufacture of stores is to be provided along with offer.
19. **DISQUALIFICATION:** Offers are liable to be rejected if: **-(Please Read Carefully)**
- (a) There is deviation from any instruction described in this invitation to tender.
 - (b) Offers are found conditional or incomplete in any respect.
 - (c) Multiple rates are quoted against one item.
 - (d) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
 - (e) **Annexure “A”, Form PACB-002A (Annexure “D”) and PACB-002B (Annexure “E”)** duly filled – in and signed by the Tenderers are not received with the offer.
 - (f) Offer received later than appointed time and date.
 - (g) Tender specification if not confirming to the offer. In case of equipment/ major assemblies manufacturer’s brochures shows specifications different from those given in tender.
 - (h) Offer subject to restriction of Export License.
 - (j) Over writing /erasing in prices.
 - (k) Change in prices by the supplier after opening of commercial offers unless asked by Directorate of Central Procurement PAC Board.
 - (l) Validity of offer is not quoted as required in IT or made subject to confirmation letter.

- (m) Offers not accompanied with prescribed tender/ Challan fee of Rs. 100/-
- (n) Bid Security not provided.
- (p) Offer with Prior sale condition.

20. PAYMENT:

100% payment against CRV's with 10% Performance Bank Guarantee and certificate of job completion.

21. ADDITIONAL INFORMATION:-

Following information / certification must be provided along with offer:-

- (a) Photocopies of valid registration and indexation with PAC Board Kamra or DGDP applicable to stores / equipment offered.
- (b) A copy of DGDP letter showing financial capacity of firm.
- (c) Financial load of contracts on the firm with PAC Board Kamra and DGDP. Contract may not be awarded if cumulated value of supply order is beyond financial capacity of firm.
- (d) Firm is to quote their General Index Number (GIN) and name of dealing bank in their quotation.
- (e) Certificate that stores offered are factory new and from latest production.
- (f) Certificate that Prices quoted are not more than local market prices and also not more than those are being charged from other buyers.

22. BANK GUARANTEE: Bank Guarantee up to 10% may be imposed on the award of contract under the provision of **PACB – 10** (General Condition Governing Contracts).

23. INSPECTION / ACCEPTANCE OF STORES:-

- (a) Stores will be accepted at firm's premises/consignee by the inspector / Inspection officer of the PAC.
- (b) Warranty / Guarantee as per format for period of one year will be applicable for stores commencing from the receipt of store installation at consignee.

24. CHECKING OF STORES: Store will be opened/checked at consignee in the presence of representative of firm if he arrives within 15 days after initiation of letter.

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

26. 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.

27. TREASURY CHALLAN: Offer must be accompanied by Challan Form No. F-32A of Rs, 100/- obtained from State Bank of Pakistan/ Govt treasury under "**NIDA 3-4**" PAC Revolving Fund on behalf of "Director Central Procurement PAC Board Kamra". Only one offer can be made for same item on one Challan. Multiple offer / rates, if quoted will be rejected.

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

29. FAX QUOTATION: Fax / Email quotations will not be accepted except when specifically called for under emergency / urgency, however, Fax / Email quotation, if received will only be considered subject to condition that original Performa invoice for each quotation is received within 7 days of Tender Inquiry opening or as advised by procurement agency. In case original quotation is not received within specified time, the offer will be excluded from the competition without any notice to quotee.

30. The Earnest money @ 5% (not exceeding 0.150 M) will be deposited by all firms. Earnest money will be deposited in favour of CMA (DP) in the form of CDR only at the time of opening tenders (with technical quotation), in a separate envelope. Earnest money will be returned to all firms except three commercially lowest bidding firms on finalization of commercial quotes. Whereas earnest money to the 2nd and 3rd commercially lowest bidders will be returned on signing of the contract. Earnest money of the contract concluding firm will be returned on submission of bank guarantee and on receipt of performance bank guarantee acceptance certificate from CMA. Quotations once submitted cannot be withdrawn (Partially/Fully) during validity of the quotation. Firms not complying with the said instructions would be liable for disciplinary action beside forfeiture of the earnest money. **Note:- No Quote will be accepted without earnest money which will be as per IT clause 28. However, Earnest Money must be provided in shape of CDR only otherwise your quotation will be rejected.**

31. PHOTO COPIES OF DOCUMENTS: Following information's / copies of document must be provided with offer: -

- (a) A copy of letter showing firm's financial capability and bank statement for last 01 year.
- (b) Photo copies of General Index number (GIN) and National Tax number (NTN).

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

33. REGISTERED SUPPLIER WITH FBR :

- (a) Only registered supplier who are on active taxpayers list (ALT) 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 ALT his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.

34. QUALIFICATION CRITERIA:-

- (a) Last 5 years' experience of similar projects executed with completion certificate and contact details of clients. Documentary evidence of the experience of 05 years in respective field.
- (b) Previous experience of NGN OSP work at minimum two PAF bases, especially for working on / under aircraft operating surface like taxi ways, runway sand hard surfaces.
- (c) Income tax / Sales Tax Registration certificate. Audited balance sheet, bank statement for last 01 year and certificate of financial soundness from the bank must be provided.
- (d) Details of any arbitration / litigation or similar proceedings against any Government / Semi Government department showing extent & result must be provided.
- (e) Any fake document and concealment about the information / details mentioned above, if found at any stage, will result in disqualification & blacklisting of firm.
- (f) Partnership deed / articles of association in case of company / limited firm with power of attorney must be provided.

Yours sincerely,

(FAHEEM MUMTAZ)
Flight Lieutenant
AssttDir Central Procurement
PAC Board Kamra
Tel: 051-90990-2543

Enclosure: -

SCHEDULE OF TENDER	Form (PACB – 002A)
Form (PACB – 002B)	Form (PACB – 002C)
QUESTIONNAIRE	
SPECIAL INSTRUCTION FORM (DP-2)	

SCHEDULE OF STORES

Tender Inquiry No: -	PACB/741/63625011/0634/P-1
TENDER SUBMISSION TIME: -	Before 1030 Hrs on opening date
TIME & DATE OF OPENING	1100 Hrs on 22-02-2017

IMPLEMENTATION OF OSP (OUT SIDE PLANT) SECURE NGN AT PAC KAMRA (OSP EQUIPMENT / SERVICES NGN AON CONNECTIVITY WITH CABLE)

Note: All details and specification can be obtain from Directorate of Central Procurement on request, before technical opening of the case.

PAKISTAN AERONAUTICAL COMPLEX BOARD
KAMRA

Schedule to Tender

1. Tender Inquiry No **PACB/741/63625011/0634/P-1**
2. Time and Date of opening Tender at **1100 Hrs on 22-02-2017**

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

GrandTotal _____

Signature of Tenderer
(Capacity in which signing)

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 upto _____ and will not be withdrawn or altered in terms of rates quoted and the condition stated therein on or before this date. I/We shall be bound by your communication of acceptance to be despatched within the prescribed time.

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

Yours faithfully

Witness’s Signature:

Name:

N.I.C No.

Address:

Signing:

Date:

Signature of Tenderers:

Name:

N.I.C No.

Capacity in which

Address:

Date:

Tele:

Telex/Fax

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 and indexation of firm have been enclosed herewith		
8.	Whether store is to be checked at consignee in presence of your representative.		
9.	Specimen of End User Certificate has been attached (If required)		
10.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt are outstanding at the part of vendor / firm.		
11.	Whether tender fee challan amounting to Rs 100/- has been enclosed herewith.		
12.	Whether details of financial capability and financial load of contracts outstanding against your firm have been provided.		
13.	Delivery period is as per IT.		
14.	Validity Period of quote is as per IT.		
15.	10% PBG will be provided within 30 days after signing of contract		
16.	Complete details of beneficiary have been provided		
17.	Bid security is in the shape of CDR		
18.	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.		
19.	Copy of NTN has been attached.		
20.	Offer is without any condition		

Dated: _____

(Signature of Bidder & Stamp)

GENERAL CONDITIONS FOR BG

(a) To ensure timely and correct supply of stores, the firm will furnish an unconditional Bank Guarantee within 30 days of the signing of the contract from a schedule Bank for an amount of Rs _____ i.e. _____% of the total value of the contract (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of DBA PACB who is the Account Officer specified in the contract. The DBA PACB concerned shall have the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchase officer himself.

(b) The Bank Guarantees will be of following types with validity and amount has mentioned in each type

(1) Bank Guarantee against contract performance. It will be between 5 to 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.

(2) 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.

(3) Bank Guarantee against Warranty Period. It will be for amount between 5 to 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 / earnest money of the same supplier for an equal amount is held up for final release, with the purchaser against any other completed contract(s). In the event of unsatisfactory performance or of any breach of terms of the contract, Bank guarantee shall be forfeited to the Govt. at the discretion of the purchaser. On satisfactory performance of the contract, the Bank Guarantee will be returned to the supplier by DBA PACB on receipt of instruction from the purchaser i.e. Directorates of Procurements etc.

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