

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

INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO TENDERER
(F O B)

Tender No PACB/751/311016R61/0916/P-2
Directorate of Central Procurement
Pakistan Aeronautical Complex Board
Kamra Distt. Attock
Tel: +92-051-90990-2543, 2244
Fax: +92 (057) 9317491
Email: adcp@pac.org.pk
December, 2016

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 i.e. the “Purchaser” and the “Seller” on PACB Contract Form (PACB – 003) in accordance with the law of contract Act, 1872 and those contained in PAC purchase procedures and other special conditions that may be added to given contract for the supply of PAC stores specified therein.
3. **DELIVERY OF TENDER.**
 - (a) **Technical Offer:** It shall contain all relevant specifications along with essential literature / brochure in duplicate in a separate envelope and clearly marked “**Technical Offer without prices**”, tender number and date of opening.
 - (b) **Commercial Offer:** It shall indicate prices quoted in figures as well as in words and clearly marked on face of a separate envelope “**Commercial Offer with prices**”, tender number and date of opening.
 - (c) Both the “**Envelops**” of Technical offers and Commercial 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.

- (d) Technical offer i.e. without prices will be opened on the date and time mentioned at Annex "C" of tender. However time and date for opening of Commercial offers of all those firms whose technical offers are accepted will be intimated later. Commercial offers of firms, which are not technically accepted will be returned to the firms un-opened.

4. **FORM PACB - 002A & PACB - 002B:** Form **PACB - 002A & PACB - 002B (Annexure D & E)** duly filled-in are to be returned with the offer duly signed by the authorized signatory person.

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 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 03 months from signing the 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 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. **firms may contact Tel Ext 051-90990-5290 or Directorate of Logistics, AMF PAC Kamra District Attock. (Email:amflog@pac.org.pk)**

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

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

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

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

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

- (a) FOB price of the stores (Line Item Wise).
- (b) Percentage of agent commission (on Ex-Factory price). Agent commission is to be exclusive of quoted price. Principal must indicate if agent commission is not applicable. If there is no indication of agent commission in principal's Performa invoice, agent commission will neither be given by the principal nor by the Buyer.
- (c) The prices must be stated for each item separately both in figures and words. Additional information if any must be linked with entries on the Schedule to Tender (Form **PACB – 002A**)
- (d) Original quotation from the foreign manufacturer / supplier / principal must be attached in support of the quoted price. Principal is to endorse following certificate on the original quotation:-

“Certified that stores offered are factory new and from latest production and prices quoted are not more than the international market prices and also not more than those being charged from other buyers “.
- (e) Shelf / installed life of each item is to be mentioned separately.
- (f) Certificate as per attached Annex “A” duly signed by the principal and agent must be attached with quotation.

17. PROVISION OF OEM CERTIFICATE:

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

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

(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 quotations against the tender.
- (d) Multiple rates are quoted against one item.
- (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (f) **Annexure "A", Form PACB-002A (Annexure "D") and PACB-002B (Annexure "E")** duly filled – in and signed by the Tenderers are not received with the offer.
- (g) Offer received later than appointed time and date.
- (h) Tender specification if not conforming to the offer. In case of equipment/ major assemblies manufacturer's brochures shows specifications different from those given in tender.
- (j) Offer subject to restriction of Export License.
- (k) Over writing / erasing in prices.
- (l) Change in prices by the supplier after opening of commercial offers unless asked by Directorate of Central Procurement PAC Board.
- (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
- (n) Offers not accompanied with prescribed tender / Challan fee of Rs. 100/-
- (p) Earnest money not provided.
- (q) **Performa Invoice of Principal / Principal Invoice**, in duplicate clearly indicating whether prices quoted are inclusive of the agent commission, is not enclosed.
- (r) Agency agreement of agent with Principal / OEM and link between Principal and OEM is not provided.

- (s) The validity of agency agreement has expired.
- (t) Offer without certification of OEM.
- (u) If OEM and principal name, contact details (Ph No, Fax No, Email etc) and complete address is not mentioned.
- (v) Offer with Prior sale condition.

19. PAYMENT: Payment of 80% may be allowed on dispatch of stores through Letter of Credit and remaining 20% on issuance of Certificate Receipt Voucher (CRVs) by Consignee. 10% Performance Bank Guarantee is to be submitted within 30 days from the date of signing of contract.

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

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

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

- (a) Country of origin, place of manufacture of store and beneficiary should be mentioned.
- (b) Name of port connecting PIAC aircraft / PNSC ship where from the store will be shipped. The firm may like to ensure the availability of PIA flight or PNSC operation from the port of shipment before signing the contract.
- (c) Where PNSC or PIAC do not operate, the supplier would ship the stores through Pakistan / Foreign flag Vessel / Airline on freight pre-paid basis with prior approval of procuring agency and claim it subsequently. Insurance and freight charges should not exceed 7.5% of FOB value of the stores.

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

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

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

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

27. TENDER OPENING: Representative of Foreign Liaison Office will not be allowed to attend Tender Opening unless it is registered with Pakistan Aeronautical Complex Kamra. No unauthorized person will be allowed to attend the tender opening.

28. EARNEST MONEY: The Earnest money @ 5% (not exceeding 0.150 M) will be deposited by all firms. Earnest money will be deposited in favour of PAC Revolving Fund 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 DBA PACB. Quotations once submitted cannot be withdrawn (Partially/Fully) during validity of the quotation. Firms not complying with the said instructions would be liable for disciplinary action beside forfeiture of the earnest money.

Note: - No Quote will be accepted without 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.

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

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

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

32. TREASURY CHALLAN: Offer must be accompanied 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.

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

- (a) Photo copies of valid registration and indexation of foreign principal with PACB/DGDP applicable to the store / equipment offered is to be provided with the quotation.
- (b) A copy of letter showing firm's financial capability / Bank statement.
- (c) Photo copies of General Index number (GID), National Tax number (N T N).

34. 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.

Yours sincerely,

(FAHEEM MUMTAZ)
Flight Lieutenant
Asstt Dir Central Proc
PAC Board Kamra
Tel: 051-90990-2543

Enclosure: -

- | | |
|---|-------------------------------------|
| (i) Certificate (Annex "A") | (ii) Questionnaire (Annex "B") |
| (iii) Schedule of Stores (Annex "C") | (iv) Form (PACB – 002A) (Annex "D") |
| (v) Form (PACB – 002B) (Annex "E") | (vi) Form (PACB – 002C) (Annex "F") |
| (vii) Details of Bank Guarantee (Annex "G") | |

CERTIFICATE

TENDER / CONTRACT No PACB/751/311016R61/0916/P-2

It is certified that no person, firm, cooperation, subsidiary or entity in Pakistan or elsewhere shall directly receive any rebate, bonus commission, gift or favour in cash or kind other than commission allowed to M/S (FULL NAME TITLE OF THE COMPANY WITH ADDRESS) against contract No _____ dated _____ In case if it is discovered that contents of this certificate have been infringed / violated by the supplier the purchaser will have the right to cancel the contract and / or impose a penalty equal to 25% of the contract value.

AGENT-

Seal & Signature

PRINCIPAL

Seal & Signature

COUNTERSIGNATURE

Director Central Procurement

Seal & Signature

QUESTIONNAIRE TO BE FILLED IN BY BIDDER

Firm is required to provide confirmation of following points and in case of any change, same is to be highlighted in remarks column.

S.No	Description	Yes/No	Remarks
1.	Whether stores offered conform to the specification and confirmation to this effect has been made in the quotation given in Form PACB – 002A .		
2.	Whether deviation from the demanded specification is attached with Form PACB – 002A .		
3.	Whether complete quotation has been submitted in duplicate		
4.	Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately.		
5.	Whether Form PACB–002A & 002B duly filled in and signed by the Bidder have been returned in herewith.		
6.	Whether original invoice Performa from principal has been enclosed herewith.		
7.	Whether copy of valid registration/business authorization 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.	Complete details of foreign bank for LC have been provided		
18.	Earnest Money is in the shape of CDR		
19.	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.		
20.	Country of origin and port of shipment have been mentioned.		
21.	Valid, original agency agreement has been attached with quotation.		
22.	Copy of NTN has been attached.		
23.	Offer is without any condition		

Dated: _____

(Signature of Bidder & Stamp)

SCHEDULE OF STORES

Tender Inquiry No: - **PACB/751/311016R61/0916/P-2**

TENDER SUBMISSION TIME: - Before 1000 Hrs on opening date

TIME & DATE OF OPENING 1030 Hrs on 25-01-2017

(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 ASSEMBLIES
(AS PER FOLLOWING DETAILS)**

S No	Part No	Mfg Part No	Noun	UOI	QTY REQ
1	6120499-003	3SAV-5042-H1 / HFW1103K09	RELAY	EA	7
2	9300958-004	LA1N040P103UA alt 20 9810 MEXICO CLARO	RHEOSTAT	EA	28

Notes:-

1. Quotation must be submitted on 'FOB' basis only.
2. Payment will be made as per PAC Board procedure.
3. Technical details and brochure be provided with quotation for technical evaluation.
4. Mode of shipment by Air / Sea.
5. OEM packing worthy of transportation by road / sea / air be carried out.
6. Store will be accepted after inspection by Factory Quality Control Department.
7. For life items, ¾ portion of the remaining life should be available on the time of delivery at AMF, showing date of manufacture & expiry and also procedure of life extension.
8. Stores should be factory new and from current production.
9. PAC/AMF, its customers and regulatory authorities reserve the right of access to all facilities of supplier firms coupled with sub-tier suppliers in applicable production of stores provided to PAC / AMF under contracts concluded by PAC Board.

10. The supplier will provide following documents with supplied stores at a time of delivery: -
 - (a) Quality Certificate
 - (b) Certificate of conformance
 - (c) Preservation as per aviation standards.
 - (d) MSDS (incase of chemicals / POL items)
 - (e) Preservation certificate / record (if applicable).
 - (f) Batch No and date of manufacturing
 - (g) TDS (where applicable), specially for hardware.
 - (h) Operating / Application Instructions (if applicable)
11. Supplier will provide store as per indent specifications and not as per latest approved updated listings of approval (FKs) by the Saab.
12. No in-lieu item is acceptable.
13. Delivery period should be 03 months after signing of contract.

PAKISTAN AERONAUTICAL COMPLEX BOARD
KAMRA

SCHEDULE TO TENDER

1. **TENDER INQUIRY NO: PACB/751/311016R61/0916/P-2**
2. Time and Date of opening Tender at 1030 Hrs on 25-01-2017

(1)	(2)	(3)	(4)	(5)	(6)
Item No	Part No. Description of stores with specifications	Unit of issue	Qty	Unit price	Total price

Grand Total

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

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

Witness's Signature:

Name:

N.I.C No.

Address:

Date:

Signature of Tenderers:

Name:

N.I.C No.

Capacity in which Signing:

Address:

Date:

Tel: Telex/Fax

SPECIAL INSTRUCTIONS

Under mentioned information must be available from your quotation else your quotation will be rejected: -

- (i) Currency of quoted price.
- (ii) Delivery period (**Not later than 03 months from signing the contract**).
- (iii) Quotation Valid up to **31 Dec, 2017**.
- (iv) Country of origin.
- (v) Port of shipment.
- (vi) Terms of payment are as under:-
80% on shipment and remaining 20% on CRV's with 10% Performance bank guarantee through DBA PACB.
- (vii) Name of beneficiary with complete address for Letter of Credit.
- (viii) Detail of Foreign Bank for Letter of Credit confirmation.

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 _____ i.e. 10% of the total value of the contract (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of DBA who is the Account Officer specified in the contract. The DBA concerned shall have the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchase officer himself.

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

(i) **Bank Guarantee against contract performance** It will be between 10% of total value of contract excluding taxes/duties and freight/handling charges etc. It shall remain inforce till 60 days beyond the Delivery Period stipulated in the contract.

(ii) **Bank Guarantee against Advance/ Down Payment.** It will be equal to amount paid in advance /down payment shall remain valid till 60-days beyond the Delivery Period stipulated in the contract.

(iii) **Bank Guarantee against Warranty Period.** It will be for amount of 10% of contract value excluding taxes/duties and freight /handling charges, etc. Duration of BG against Warranty Clause is variable. Normally under DP-15, it is for one year for the general type of equipment/ spares. For consumable goods, the warrantee period should also expire after 6 months or when the goods are fully consumed whichever is earlier or as per terms of contract.

(c) If the supply of store is on warranty, the supplier shall be bound to extend the validity of Bank guarantee for such further reasonable period if so required by the purchase officer to cover the warranty period.

(d) If the supplier fails to provide the Bank guarantee within 30 days after signing a contract, such failure shall constitute a breach of contract and the Director purchase shall be entitled to make other arrangements at the risk and expense of the supplier if no other BG / 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.

(f) In case of FOB tenders/contracts, Bank Guarantee is to be obtained preferably from LC opening Bank of Pakistan and through supplier, LC opening Bank abroad. In case firm does not agree to the aforesaid condition, then BG should at least, be obtained from supplier's country Bank located in Pakistan or any enlisted scheduled Bank of Pakistan in favour of LC opening Bank in Pakistan or any scheduled Bank of Pakistan, and the same will be a Bank to Bank Guarantee in favour of DBA PACB.