

GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE

AIRCRAFT MANUFACTURING FACTORY

PAKISTAN AERONAUTICAL COMPLEX

KAMRA

INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO TENDERERS

(FOR)

Tender No. AMF/751-A/4604/436/Log

Directorate of Logistics 751-A
Aircraft Manufacturing Factory
Pakistan Aeronautical Complex
Kamra Distt. Attock
Telephone: 051-9099-5893,5797

Fax No 051-9225513

16 November, 2018

PPRA & PAC Websites

Dear Sir,

1. I invite you to tender for supply of store mentioned in the **"Schedule of Store"** on prescribed format attached as **Schedule to Tender (Form PACB -02A)**
2. **CONDITIONS GOVERNING CONTRACTS (PACB-10)**. The "Contract" made as a result of this Tender Inquiry shall mean the agreement entered into between the parties that is the "Purchaser" and the "Seller" on PACB Contract Form PACB - 03 in accordance with the law of contract Act, 1872, General Conditions contained in PACB - 10 and other special conditions that may be added to the given contract for the supply of PAC stores specified therein.
3. **DELIVERY OF TENDER.**
 - (a) **Technical Offer:** It shall contain all relevant specification 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) **Earnest Money:** Earnest money @ 2% of tender value must be enclosed in separate envelope and clearly marked on face as "Earnest Money against Tender No-----" along-with name of the participating firm.

(d) All the above-mentioned 03 "envelopes" of Commercial & Technical offers and Earnest Money should be enclosed in one cover, properly sealed and bear the address of Directorate of Logistics 751-A. Aircraft Manufacturing Factory, PAC Kamra with tender number and opening date.

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

4. **FORM PACB - 02A & PACB - 02B:** Form [PACB - 02A](#) & [PACB - 02B](#) (Annexure B & C) duly filled-in are to be attached 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 to Directorate of Logistics 751-A. Aircraft Manufacturing Factory, PAC Kamra by the date and time specified in the [Schedule to Tender](#) (PACB - 02A attached). Tenders received after the appointed time will not be entertained. The appointed date & 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, in the shortest time frame. 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. **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 SELLER through the fastest means e.g. telephone or fax etc.

9. **VALIDITY OF QUOTATION:** The quotations be valid till **30 June, 2019**

10. **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.

11. **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 Logistics 751-A AMF PAC Kamra. Rejected store will be returned after receipt of its replacement.

12. **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

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

14. **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 firms are therefore, requested to ensure complete secrecy regarding documents and stores concerned with this inquiry to limit the number of employees having access to this information.

15. **PRICES** The prices quoted must be per unit of issue / accounting unit as shown in the "Schedule to Tender" inclusive of all taxes and duties on **"FOR" Kamra basis**. The breakdown of 'equipment cost' and sales tax is to be 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.

16. **COUNTRY OF MANUFACTURE** Country /place of manufacture of stores is to be provided along-with offer.

17. **DISQUALIFICATION:** Offers are liable to be rejected if: -

- a. There is deviation from any instruction described in this invitation to tender.
- b. Multiple rates are quoted against one item.
- c. Relevant brochure / technical literature are not provided.
- d. Form **PACB-02A** and **PACB-02B** duly filled-in and signed by authorized signatory are not received with the offer.
- e. Offer received later than appointed time and date.
- f. Tender specification if not confirming to the offer.
- g. Offer subject to restriction of Export License.
- h. Over writing /erasing in prices. Change in prices by the supplier after opening of commercial offers unless asked by competent authority.
- j. Validity of offer is not quoted as required in IT or made subject to confirmation letter.
- k. Earnest money not provided.
- l. Offer with Prior sale condition.

18. **PAYMENT:**
100% payment after delivery and acceptance of stores with 05% performance bank guarantee.

19. **ADDITIONAL INFORMATION:-**

Following information / certification are to be provided along with offer:-

- (a) Photocopies of valid registration and indexation with PAC Board Kamra or DGDP applicable to stores / equipment offered (if any).
 - (b) A copy of DGDP letter showing financial capacity of firm (if any).
 - (c) Financial load of contracts on the firm with PAC Board Kamra and from DGDP, DGP (Army), DP(Navy) and DP (Air) not yet materialized. 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) Certified that stores offered are factory new and from latest production.
 - (f) Prices quoted are not more than local market prices and also not more than those are being charged from other buyers.
20. **BANK GUARANTEE:** Bank Guarantee from 05% to 10% may be imposed on the award of contract under the provision of **PACB - 10** (General Condition Governing Contracts).
21. **INSPECTION / ACCEPTANCE OF STORES:-**
- Stores will be inspected and accepted at AMF PAC Kamra as per schedule of stores of the contract. Warranty / Guarantee for period of one year will be applicable for stores commencing from the receipt of store at consignee.
22. **CHECKING OF STORES:** Store will be opened / checked at consignee in the presence of representative of firm if he arrives within 15 days after dispatch of invitation letter.
23. **TENDER OPENING:** Only authorized person of firm will be allowed to attend tender opening.
24. **WITHDRAWAL OF OFFER:** If the firm withdraws its offer within validity period the Competent Authority may place such firm under Embargo for a period of six months, which may extend upto one year / forfeited the earnest money.
25. **SEQUENCE OF QUOTATION:** Quotation must be prepared according to the serial no of Schedule to Tender (Form **PACB-02A**).
26. **FAX QUOTATION:** Fax / Email quotations will not be accepted except when specifically called for under emergency / urgency,
27. **EARNEST MONEY:** Earnest money @ 2% of the tender value must be attached with offers by all participating firms. Earnest money can be provided in shape of bank draft / pay order / CDR in the name of MD AMF PAC Kamra. Earnest money will be returned to unsuccessful contractors on conclusion of the contract and to successful contractor on submission of performance bank guarantee. The earnest money may be forfeited / confiscated in case the firm deviates from the quotation within its validity.

Yours sincerely,

(PERVEZ AKHTAR BHATTI)

Group Captain

Director Logistics (751-A)

AMF, PAC Kamra

Tel No. 051-90995893

Enclosures: -

SCHEDULE OF STORES

SCHEDULE TO TENDER

Form (PACB - 02A)

UNDER TAKING

Form (PACB - 02B)

QUESTIONNAIRE

GENERAL CONDITIONS FOR BG

SCHEDULE OF STORESTENDER INQUIRY NO: - **AMF/751-A/4604/436/Log**

TENDER SUBMISSION TIME: -1130 HRS on 03-12-2018

TIME & DATE OF OPENING: - 1200 HRS on 03-12-2018

PROCUREMENT OF ELASTIC FORMING TOOLS (06 L/ITEMS)**AS PER FOLLOWING TECHNICAL DETAILS**

| S No | Part No | Noun | Technical Specifications |
|-------------|----------------|----------------------|---|
| 1 | 020.200.2537 | Hand former | HF100 complete set as offered by OEM |
| 2 | 021.200.2530 | Pneumatic drive unit | (PA 100) complete set as offered by OEM With hose connection and foot-pedal switch and connecting nipple |
| 3 | 022.000.0010 | Elastic Forming Tool | FWR 407 SSP complete set as offered by OEM |
| 4 | 22.000.0000 | Elastic Forming Tool | FWA 405 SSP complete set as offered by OEM |
| 5 | 022.000.0020 | Elastic Former Tool | HLFA 70 SSP complete set as offered by OEM |
| 6 | 022.000.0070 | Elastic Forming Tool | HLFR 70 SSP complete set as offered by OEM |

Notes:

- a. The stores must be new and free of corrosion
- b. OEM Quality certificate, calibration certificate (where applicable) and certificate of conformance would be required with the stores

**PAKISTAN AERONAUTICAL COMPLEX KAMRA
AIRCRAFT MANUFACTURING FACTORY****Schedule to Tender**

- 1 TENDER INQUIRY NO **AMF/751-A/4604/436/Log**
2. Time and Date of opening Tender at 1200 Hrs on 03-12-2018

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|----------------|---|----------------------|------------|-----------------------|--------------|-------------------------------|
| Item No | Description of stores and specifications | Unit of issue | Qty | Price per unit | GST @ | Total price (with GST) |
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Grand Total _____**Signature of Tenderer**

(Capacity in which signing)

UNDER TAKING

(Fill in and Return)

To:

Managing Director,
Aircraft Manufacturing Factory
Pakistan Aeronautical Complex,
Kamra Distt Attock

Dear Sir,

I/We hereby offer to supply to AMF PACB 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 - 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 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:

C.N.I.C No.

Address

Date:

Signature of Tenderers :

Name:

C.N.I.C No.

Capacity in which Signing

Address:

Date:

Tele:

Fax

QUESTIONNAIRE TO BE FILLED IN BY TENDERER

1. Whether stores offered confirm to the specifications given in the schedule of stores. Yes /No
2. Whether there is any deviation from the demanded specification attached with **Form PACB - 02A**. Yes / No
3. Whether quotation has been submitted in duplicate and prices have been shown on commercial quote only. Yes / No
4. Whether the prices are exclusive of taxes/duties if so whether taxes/duties have been shown separately. Yes / No
5. Whether **Form PACB - 02A and PACB - 02B** dulyfilled in and signed by the Tenderer have been returned in herewith. Yes / No
6. Whether copy of valid registration and indexation of principal have been enclosed herewith. Yes / No
7. Whether financial capability and financial load of contracts out standing against your firm and of your tender accepted by Organization under DGDP have been given. Yes / No
8. Whether store is to be checked at consignee premises in presence of your representative. Yes / No
9. Earliest date by which delivery can be affected_____
10. In which appointment / capacity are you signing the tender documents

(Signature of Tenderer)

(Name in Block Letters)

(Appointment in the Firm)

Dated: - _____

GENERAL CONDITIONS FOR BG

(a) To ensure timely and correct supply of stores, the firm will furnish an unconditional Bank Guarantee with in 30 days of the signing of the contract from a schedule Bank for an amount of 05% of the total value of stores (on a judicial Stamp paper of the value of Rs 100/-). The Bank Guarantee shall be endorsed in favour of CMA who is the Account Officer specified in the contract. The CMA 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 as mentioned in each type

- i. 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.
- 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 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 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 CMA (DP) 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 (DP) Rawalpindi.