

PERMISSION TO PARTICIPATE IN TENDER

- 1. REGISTERED AND INDEXED FIRMS MAY PARTICIPATE WITHOUT ANY FORMAL APPROVAL. OFFER MUST BE ACCOMPANIED WITH A CHALLAN FORM OF RS. 200/- (OBTAINABLE FROM STATE BANK OF PAKISTAN/ GOVERNMENT TREASURY) AND DEBIT ABLE TO MAJOR HEAD C02501-20, MAIN HEAD 12, SUB HEAD 'A' MISCELLANEOUS (CODE HEAD 1/845/30).**

- 2. UN-REGISTERED/ UN-INDEXED FIRMS SHOULD SEEK PRIOR APPROVAL FROM CONCERNED ADP FOR PARTICIPATION ON 5% ERNEST MONEY. OFFER MUST BE ACCOMPANIED WITH CHALLAN FORMS OF RS. 200/- AND RS. 2,000/- (OBTAINABLE FROM STATE BANK OF PAKISTAN/ GOVERNMENT TREASURY) AND DEBIT ABLE TO MAJOR HEAD C02501-20, MAIN HEAD 12, SUB HEAD 'A' MISCELLANEOUS (CODE HEAD 1/845/30).**

- 3. BARRED FIRMS ARE NOT ALLOWED TO PARTICIPATE.**

INVITATION TO TENDER
GENERAL INSTRUCTIONS TO TENDER
~~GIP/FOD/DIRECT~~
CFR

No. **448131/P-44**
Directorate of Procurement (Air)
Air Headquarters, NUR Khan
Chaklala Rawalpindi.
Tel : +92-51-9281364
Fax : +92-51-9271499
Date : **04-10-2018**

M/s _____ File Copy _____

Invitation to Tender and General Instructions

Dear Sir,

1. I invite you to tender for the supply of stores / development / repair / overhaul / training / documents as per details indicated in the attached Schedule to Tender (Form DP-2).

2. **Conditions Governing Contracts** This IT mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions-35 {DPP&I-35 (Revised 2017)} and other special conditions that may be added to given contract for the supply of Defence Stores specified herein.

3. **Delivery of Tender.** The offer is to be submitted in duplicate as under:-

a. **Technical Offer:** Should contain all relevant specifications in duplicate in an envelope and clearly marked "Technical Offer" without prices, tender number and date of opening. Both the "envelopes" of commercial and technical offers should be enclosed in one cover, properly sealed and bear the address of this office without any indication that there is tender within. Technical offer will be opened half an hour after the date and time for receipt of tender mentioned in DP-2.

b. **Commercial Offer:**
I. The offer will be in single and indicate prices quoted in figures as well as in words along with essential literature/brochure. It should be clearly marked in fact on the; envelope "Commercial Offer", tender number and date of opening. Commercial offer of only those firms will be opened, whose technical offers are accepted by technical authorities. Date of opening of commercial offer would be intimated after receipt of technical scrutiny report from technical authorities. Commercial offer of technically rejected firms will be returned to the firms un-opened.

II. If the equipment / system is quoted, the price of all major and optional components to be quoted separately. Conversion rate of FE/LC components will be considered wef opening of commercial offer.

c. The tender duly sealed will be addressed to the following:-

ADP-44
Directorate of Procurement (Air)
Air Headquarters, Nur Khan, Chaklala,
Rawalpindi. Pakistan
Tel: +92-51-9281364
Fax: +92-51-9271499

Special Instructions: Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted along with your changed offer/ conditions outlined by Purchaser in this IT.

4. **Date and Time For Receipt of Tender:** Your tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring post. Tenders received after the appointed/fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday.

5. **Validity of Offer**

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or 30th June which ever is earlier.

b. The quoting firm will certify that in case of an additional requirement of the contracted item(s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied (at the on going contract rates) with discount.

6. **Part Bid.** You may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity is taken from you. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and you shall supply these at the rate quoted.

Note: This condition would be used very rarely except ration items.

7. **Return of IT / With-drawl of Offer**

a. In case you are Not quoting, please return the tender inquiry stating the reasons for Not quoting. In case of failure to return the ITs either quoted or not quoted consecutively on three occasions, this Directorate General, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.

b. If the firm withdraws its offer within validity period the competent authority may place such firm under embargo for a period, which may be extended up to one year.

8. **Photocopies of document:** Following information/copy of document must be provided / attached with offer:-

a. A copy of letter showing firm's financial capability.

b. Registration/renewal letter/indexation/additional indexation letter as applicable.

c. Income tax No to be mentioned on the offer and copy of registration certificate issued by sales tax department.

d. Foreign seller has to provide its registration Number issued by respective Department of Commerce authorizing export of subject stores.

e. Principal/Agency Agreement. (In case of FOB contracts)

9. **Disqualification.** Offers are liable to be rejected if:-

a. Taxes and duties, freight/transportation and insurance charges NOT indicated separately.

b. There is any deviation from the General/Special/Technical Instructions.

c. Offers are found conditional or incomplete in any respect.

d. Treasury Challan is NOT attached with the offer.

e. Form DP-3 duly signed, is NOT received with the offers.

f. Multiple rates are quoted against one item.

- g. Manufacture's relevant original brochures and technical details on major equipment assemblies are not attached in support of specification.
- h. Received later than appointed/fixed date and time.
- j. Subject to restriction of export license.
- k. If the validity of the agency agreement is expired
- l. The commercial offer against FOB/CIF/C&F tender quoted in local currency and vice versa.
- m. Principals invoice in duplicate clearly indicating whether prices, quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money not provided where applicable.
- o. If validity of offer is not quoted as required on IT or made subject to confirmation later.
- p. Offer made through Fax/E-mail/Cable/Telex.
- q. If your offer is found to be based on cartel action in connivance with other sources/participants of the tender.
- r. Un-called offer/quotations will be rejected.

10. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a Bank Draft in favor of CMA (DP), Rawalpindi for the following amount:-

- a. **Firms Registered with DGDP** = 2% of the quoted value, maximum up to Rs 0.200Mill
- b. **Firms un-registered with DGDP** = 4% of the quoted value, maximum up to Rs 0.400Mill

Note:

In case of firm wins a contract on EM, it will deposit following documents for provisional Registration before the award of contracts:-

S No	Local Supplier	Foreign Supplier
I.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
II.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
III.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
IV.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
V.	Challan Form (*)	Challan Form (*)
VI.	Bank Statement for last one year.	Financial standing/audit balance sheet.
VII.	Photocopy of NTN	Photocopy of passport
VIII.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

c. **Return of Earnest Money**

- I. Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- II. Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee stipulated in the contract.

11. **Treasury Challan**

- a. Offers must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to **Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30)**. Each offer will be covered by one Challan.
- b. In case of un-registered firms, whether they have applied for registration or not, will pay tender inquiry fee (Challan Form) at following rates :-
 - (i) Contract for value upto Rs. 250,000/- Rs 1,000/-
 - (ii) Contract for value from Rs. 250,000/- to Rs. 5,000,000/- Rs.1500/-
 - (iii) Contract for value above Rs. 5,000,000/- Rs.2000/-

Note:-

Offer of Un Registered firms will be considered with 5% EM {Subject to approval of DP (Air)}.

12. **Rights Reserved** Respective procurement agency reserves full rights to accept or reject any or all offers including the lowest, after assigning grounds for its rejection and upon request, the grounds of rejection shall be communicated to supplier / contractor, who submit the offer.

13. **Application of Official Secret Acts** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secret Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

14. **FORM DP2, DP-3 and Questionnaires:** Form DP-2, DP-3 and Questionnaires duly filled in are to be returned with the offer duly signed by the authorized signatory/person.

15. **Copy of DPP&I-35 Revised 2017:** Copies of DPP&I-35 revised 2017 are available with Registration Section DGDP and same be obtained by the supplier on payment at the rate of Rs. 250/- each.

16. **Acknowledgement** IT would be acknowledged within 07 days by indexed firm. If IT not received by an indexed firm within 10 days IT published in the Bulletin, the indexed firm must ask for it from DP (Air)/P-44 in writing with intimation to Registration Section (DGDP).

17. **Appeal against rejection of Bid:-** Bidder aggrieved by technical rejection of their offers may forward their appeal to Grievance Redressal Committee constituted at DP (Air). All such appeal be forwarded in writing within 15 days of technical rejection. Complaints received after 15 days would not be entertained.

18. **Tender Opening:-** Technical offer shall be opened at least thirty minutes after the deadline for submission of bids on same day. Commercial offers will be opened at later stage if technical offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representatives of firm will be allowed to attend the tender opening.

19. **Reservations/Preference:-** Supplier/contractors intending to avail any reservations for preferences like Price Preference, First Right of refusal, Intellectual Property Rights or any other in accordance with the policy of the Federal Govt, authority or SRO are to intimate DP (Air) at least 07 days in advance of tender submission date alongwith supporting documents and are to clearly mention such reservation/preference in Tender Technical & Commercial proposals.

(KAMRAN ALI)
Squadron Leader
ADP-44

Enclosure:-

1. Matrix Proforma
2. DP-2, Part-1
3. Appendix-I to DP-2, Part-I (Schedule of Tender)
4. Appendix-II to DP-2. Part-I
5. DP-2, Part-II
6. Appendix-I to DP-2, Part-II
7. Appendix-II to DP-2, Part-II
8. Appendix-III to DP-2, Part-II
9. Appendix-IV to DP-2, Part-II
10. Appendix-V to DP-2, Part-II
11. DP-2, Part-III
12. DP-3

MATRIX PROFORMA
FOREIGN CURRENCY TENDER

Notes:

1. This mandatory Proforma is to be filled and attached with technical offer. Non-filling / incomplete filling may result in outright rejection of offer.
2. Please fill the blank columns and tick (√) the choice of YES or NO, as applicable. No column is to be left un-actioned.

S. No	Description of Requirement	Firm's Compliance	
1.	Principal Firm's Name, Address, Email, Phone No & Fax No. (On award of contract, Letter of Credit will be opened in favour of stated Principal Firm).		
2.	Agent Firm's / Representative's / Liaison Office's Name, Address, Email, Phone No & Fax No.		
3.	Weather Principal or its Agent Firm is registered with DGDP or Not?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	Weather Principal is Indexed with DGDP's Registered Agent Firm or Not?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5.	Copy of DGDP Registration Certificate along with extension certificate is attached with Technical Offer.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6.	Agency agreement between Principal and Agent Firm is attached with the Technical Offer (for un-registered and registered but un-indexed firms only)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7.	Authorized Distribution-ship Letter from manufacturer of the offered equipment in favour of Principal is attached with Technical Offer OR If Principal is not authorized distributor of manufacturer of the offered equipment then a Letter from the manufacturer (or its Authorized Distributor) on their letter head confirming that they have offered their quote to the Principal firm for supplying against this tender No 448131/P-44 is attached. {Relevant address, phone no and email of the Manufacturer/ Distributor must be provided, if already not mentioned on their letterhead. DP(Air) will confirm authenticity of such authorization}.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8.	Original Treasury Challan Form valuing Rs 200/- is attached with Technical Offer (Both by DGDP Registered and Un-registered firm)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9.	Original Treasury Challan Form valuing Rs 1,000/- or Rs 1,500/- or 2,000/- (as per bid value defined at para 11b of FORM DP-1) is attached with Technical Offer (Only by DGDP un-Registered firm)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

10.	Bank Draft in lieu of Earnest Money as per the required amount in favour of CMA (DP) is attached with Technical Offer in a separate sealed envelope titled "Earnest Money Tender No 448131/P-44 . { Earnest money @ 2% of quote value (max ceiling Rs 0.200 Mil) by registered firm, Earnest money @ 4% of quote value (max ceiling Rs 0.200 Mil) by un- registered firm Earnest money NOT REQUIRED for Registered/indexed firm }	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11.	Principal's Proforma invoice without prices is attached with Technical Offer. This is also known as Bill of Quantity. This should bear exactly the same Serial No as per IT. If some item(s), required in IT, is not quoted then its Serial No should be skipped.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
12.	Principal's Proforma invoice with prices is Attached with Commercial Offer only.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13.	Offered prices should be CFR basis (Incoterm-2010)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
14.	The validity period of Offered prices must be indicated and should be _____ at _____ least 90 days from the date of opening the tender, extendable for further 30 days if needed.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
15.	Technical Offer must be submitted in 02 sets along with soft and commercial offer in 01 set only. Both should be packed separately in sealed envelopes. Such sealed envelopes should further be sealed in one large envelop having Tender No and Firm's name clearly written.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
16.	Technical Scrutiny Report (TSR) document is duly filled, signed and stamped at appropriate column by the Principal firm. Such filled TSR document must be enclosed with the Technical Offer.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
17.	Firm can quote any number of Line items. However, in case of a Packaged Indent , all items in a package have been quoted. (Details of all or certain items making a package (if applicable) is mentioned at "Special Notes" under "Schedule of Stores")	<input type="checkbox"/> YES	<input type="checkbox"/> NO
18.	Principal's Financial Capability establishing documents like Audit Report / Bank Statement etc which should support execution of the contract (if awarded) in terms of finance availability is attached with Technical Offer. (For Un-registered Firms Only)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
19.	Principal's existing Financial load (in Million) {Value of all ongoing contracts with DP(Air)/ DP (Army)/ DP (Navy) or any other Govt/ Civil Organization		
20.	Indicate the currency of offered bid. (US \$, GBP, Euro etc):-		
21.	Is Agent Commission applicable?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
22.	Is Principle's Proforma Invoice inclusive of Agent Commission?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
23.	Store will be delivered within required time period ie Not later than 15 March, 2019 after signing of the contract.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
24.	Manufacturers / Maker's Name, Brand Name and address of OEM.		
25.	Country of Origin of store. List down names of countries in case of more than one country.		

26.	Mode of Shipment should be By Sea .	<input type="checkbox"/>	<input type="checkbox"/>
27.	Indicate Airport / Seaport of Shipment.		
28.	Submission of Contract Performance / Warranty Bank Guarantee @ 10% of contract value which should be valid 2 months beyond expiry of warranty period.	<input type="checkbox"/>	<input type="checkbox"/>
29.	Warranty of equipment is minimum 24 Months after release of CRVs.	<input type="checkbox"/>	<input type="checkbox"/>
30.	Acceptance of terms of Payment through irrevocable / Non-transferable letter of credit with "80% on shipment and 20% on release of CRVs".	<input type="checkbox"/>	<input type="checkbox"/>
31.	Replacement of rejected item will be provided within 01 month after reporting	<input type="checkbox"/>	<input type="checkbox"/>
32.	In case of premature failure, firm has to replace / rectify the equipment free of cost during warranty period. Required transportation charges would be paid by the supplier	<input type="checkbox"/>	<input type="checkbox"/>
33.	Minimum remaining shelf life of offered store will be not less than 80%.	<input type="checkbox"/>	<input type="checkbox"/>
34.	Data sheet / detailed specification including manufacture of quoted item are provided with detailed technical specification	<input type="checkbox"/>	<input type="checkbox"/>
35.	OEM certificate that the equipment / store will be free from Ozone Depleting Substances and in conformity with Montreal Protocol	<input type="checkbox"/>	<input type="checkbox"/>
36.	Supplier will provide a certificate by OEM only with each item clearly indicating that is original item from OEM, not Refurbished/repared .Year of production will be mentioned by supplier	<input type="checkbox"/>	<input type="checkbox"/>
37.	Country of origin (offered in quotation) has been clearly mentioned along with complete breakdown of prices of each.	<input type="checkbox"/>	<input type="checkbox"/>
38.	Acceptance of Special Notes as per IT if any.	<input type="checkbox"/>	<input type="checkbox"/>
39.	Acceptance of Inspection Criteria as per IT.	<input type="checkbox"/>	<input type="checkbox"/>

Special Notes:-

1. The specification / technologies attached herewith present broader guide line. However, better technologies suitable to PAF would be preferred.
2. Supplier is to provide certificate for availability of spares for next 20 years.
3. CRV for qty 02 Ea will be released by 303 ALD (MT Ind Sec) after PDI at No 303ALD (MT Ind Sec) and acceptance certificate by Dte of Grd Tpt.
4. On site rectification of under warranty defects will be carried out by supplier.
5. 100% Physical inspection will be carried out by inspectors of No 303 ALC, PAF along with the rep of Specialist Dte Grd Tpt at consignee end in the response of firm's rep.
6. Acceptance checks are to be performed during acceptance No 303 ALD, PAF in accordance with attached specification. No 303 ALD, PAF is to inform Dte of Grd Tpt & CMA on receipt of vehicles.
7. Stores must be factory new and from current production.
8. 04 set of all publication (along with soft copy on DVD / USB) in addition to above will be required for official use at various places.
9. Supplier is to provide Warranty Card with each vehicle specifying minimum 24 months for free of cost replacement of vehicle after release of CRV by No 303 ALD (Mt ind Sec). This will be in addition to DPL-15 of contract.
10. Following accessories / publication with each (free of cost) spare wheel, wheel brace, jack with handle, fire Ext, repair / maintenance manual, operator manual, spare catalog, complete tool kit as per indent specification's

Comments / Justification by Firm for non-compliance (if any):-

Signatures: _____

Name & Designation: _____

Direct Contact No & email: _____

Stamp of Firm: _____

SCHEDULE OF TENDER

I/T No. **448131/P-44**

Time and date of Opening : Date **14-11-2018** at **1100** Hrs

Item No.	Description of Store	Spec. Services/ Docs	A/U	Qty	Price Per Unit	Total Price	Agent Commission

(Please see the Schedule of Tender at Appendix-I to DP-2, Part-I)

Inclusive Excluded: Excise Duty @ _____ %
 Sales Tax @ _____ %
 Surcharge @ _____ %
 Any other Tax: _____
 Total Price: _____

General Instructions

1. Tech Specification/GSR/NSR/ASR are reflected at appendix-II to this schedule must be studied carefully prior to filling in Tender.
2. Date by which stores are required _____ (In case it is not possible for you to give delivery by given date please indicate DP by which store can be delivered by the firm).
3. Quotation will be submitted on FOR/FOB/CIF/C&F/FAS Basis and in case of FOR (import) the principal invoices on C&F basis to be attached with offer.
4. The firm shall indicate availability of raw material and in case the same is to be imported then will give the requirement for import license.
5. The price quoted must be net per accounting unit as shown in the schedule to tender inclusive of sales Tax /Excise Duty/Surcharge (fix/variable taxes or any other relevant tax). The breakdown of price will be indicated is as under:-

- | | | |
|---|---|----------------|
| a. Ex-factory/Base price | - | LC/Relevant FE |
| b. Taxes/Duties | - | LC/Relevant FE |
| c. Total price | - | LC/Relevant FE |
| d. Freight/transportation/ Allied Charges. | - | LC/Relevant FE |
| e. Insurance Charges | - | LC |
| f. Agent commission (agent
Commission ranging for 0.5% to 4% will be
declared in the offer in the offer in case of
contracts involving local agent whereas
foreign principal is not paying commission
to local agent then in that case the firm will
attached certificate as Appendix-II. | - | LC/Relevant FE |

6. Prices will be mentioned for each item separately both in figures and words. Additional information if any would be linked with entries on the schedule tender.
7. Only one rate will be quoted for entire qty, item wise and multi-rates if quoted will lead to rejection of offer.
8. In case of FOR Contracts the price will be quoted in Pak Currency and in case store is to be imported, then quotation should be on FOB basis indicating the element to be added to make it CIF/C&F/FSA in such cases %age to be paid in foreign, currency and commission to be paid in Pak Currency will be clearly indicated.
9. Original quotations from the mfr/supplier must be attached in support of quoted price. A certificate from the principal will be endorsed on the original quotation to the effect that the prices do include _____ %age of agent commission discount and do not include any such commission. And apart from this, there is no other element of agent's commission/ discount included in the quotation. Only one rate will be quoted for entire qty item-wise.
10. In case of OEM products are offered, OEM part No and its interchangeability with demanded part No should be indicated and provided with the help of relevant catalogue/extract.
11. FOR Station/FOB port must be given while filling the schedule.
12. In case of FOB/CIF/C&F/FSA requirements the prices will be indicated in US\$/EURO/UK£ (in case quoted prices are in different currencies then for the sake of comparison, these will be converted into Pak Currency at rate prevailing on opening day of commercial offers).

Special Instructions:

You may say “Agreed to/Not Agreed” to conditions/clauses mentioned in the succeeding Part II & III of this DP-2. In case of disagreement you may suggest option / alternative course for consideration by Procurement agency but it will not be binding on Director of Procurement to accept the same.

SCHEDULE TO TENDER NO 448131/P-44

TENDER INQUIRY NO. : 448131/P-44
TENDER TITLE : Procurement of Vibratory Roller
TENDER TYPE : Foreign Currency **CFR**, (Incoterm 2010)
SUBMISSION TIME : Before 1030 Hrs on opening date.
TIME & DATE OF OPENING : 1100 Hrs on 14-11-2018
DELIVERY PERIOD : Within 04 Months after signing of contract

S No	Part No	Description of Store	A/U	Qty	Specs
1		Vibratory Roller	EA	02	Attached at Appendix-II to DP-2, Part-I
2		Filter	EA	12	
3		Servicing Kit 1000 Hrs	EA	06	
4		V-Belt	EA	06	
5		Incandescent Bulb	EA	13	

Important Notes:-

- Quotations must be submitted in Foreign Currency on **CFR** basis (Incoterm 2010) delivery.
- Particular Governing Supply**

Specification/ Technical data entered against each item on the indent form for guidance of manufacturer and inspector. **(TSR / Specifications attached)**

- Inspection Criteria:-**

100% Physical inspection will be carried out by inspectors of No 303 ALC, PAF with assistance of Co-opted member of Specialist Dte as follows:-

- Physical Check**

- Store will be checked for physical damage, scratches and deformity.
- Accessories, Tool Kit.
- All items will be indentified with serial number and contracted part number.
- Brand name, Model, Country of Origin and dimensions.
- Documentation and publications.
- OEM certificate, certificate of conformity and verifiable documents articulating will be provided by supplier that store has bee procured from certified source.
- Stores must be factory new and from current production.

- Warranty:-**

A warranty sticker is to be pasted on each item by the firm highlighting following information's:-

- | | |
|-----------------------------|----------------------------|
| (i) Name of firm. | (ii) Contract No and date. |
| (iii) Description of store. | (iv) Warranty validity |

- Packing**

Each item (including spares / accessories) be packed separately using water proof material in appropriate boxes. Packing must be suitable for transportation of item over long distance by road / rail / sea / air.

- Functional Checks**

Functional / fitment / operational check will be carried out at PAF designated site by the specialist Dte as per contractual specifications.

5. Release of CRV:-

CRVs will be released by the consignee after receipt of acceptance certificate from Splt D6.

Delivery of store:-

After 100% inspection supplier will dispatch the store to consignee at his own arrangement.

**TECHNICAL SCRUTINY REPORT (TSR)
(SPECIFICATION)**

NO	PART NO	INDENTED ITEM' SPECS (BY USER) (T.O. REFERENCE)		SPECIFICATIONS OFFERED BY SUPPLIER	COMMENTS ACCEPTED/ NOT ACCEPTED (BY USER)
	2320/PK-0001524	Vibratory Roller be manufactured on state-of-the-art technology in Japan, Western Europe or USA. Chinese / Korean / Middle East made/assembled origin Vibratory Roller would not be accepted. Product should have worldwide reputation in efficient service / spares support. It should be based on durable and reliable technology. It must conform to international standards. The detailed specifications are given below:-			
		Filter			
		Servicing Kit 1000 Hrs			
		V-Belt			
		Incandescent Bulb			
1	Engine	No of Cylinders	4-6 Cylinder water cooled		
2		Net output power	130-145 hp		
3	Dimension	Height	2000-3000 mm		
4		Length	5500-6000 mm		
5		Width	2000-25000 mm		
6		Ground Clearance	Min 480 mm		

7	Gradability	40-46 %		
8	Drum Width	2000-2200 mm		
9	Head Lights	Two working Lights on front and two for Rear		
10	Pad Foot Segments	To be provided in three parts		
11	Vibration System	Power bass		
12	Towing Speed	Max 15 kph		
13	Operating Weight	9000-13000 kg		
14	Linear Drum load	30-34 kg/cm		
15	Weight on Drum	6800-7200 kg		
16	Transmission	Hydrostatic System one forward speed and one Reverse speed		
17	No of Wheels & Tyres	03 including 01 spare wheel with tyre and one drum		
18	Service Brakes	Hydrostatic system		
19	Parking Brake	Mechanical parking brake		
20	Steering system	Full power steering		
21	Fuel tank	Capacity 200-350 Ltrs		
22	Driver cabin	Complete cabin with all accessory (including heater)		
23	Hydraulic System	OEM standard		

24	Tool Kit	OEM standard tool kit		
25	Warranty	A warranty period of 02 years is to be affirmed by the Supplier		
26	Acceptance Criteria	(i) The vehicle should conform to international safety, workmanship and functional standards. (ii) 100% physical inspection / functional check of complete vehicle will be carried out at firm's premises by the Dte of Q&E / No 1 QC Flt in presence of rep of Dte of Ground Transport (as per technical specifications) (iii) Confirmation that all standard features mentioned in original broacher are to be provided with the vehicle within already quoted cost.		
27	Spares Support	Supplier is to provide certificate for availability of spares for next 20 years. Moreover, provision of one set of fast moving spares including oil filter, fuel filter, Hydraulic filter 'O' rings / seals (as applicable), etc along with each vehicle within already quoted price.		
28	Road Worthiness	Supplier will hand over vehicle to PAF in fully road worthy condition without any extra charges.		
29	Miscellaneous Accessories	(i) Fire extinguisher 1 Kg (ii) OEM standard		
30	Publications	The supplier must provide following publications along-with each vehicles / equipment, as applicable and four additional copies free of cost (i) Operator manual (ii) Repair/maintenance manual (iii) Spares catalogue		
31	Audible Warning Devices with Warning Light	(i) Engine overheating (ii) Engine over running indicator (iii) Reverse warning light and buzzer		
32	Warning Light	(i) Low engine oil pressure light		

		(ii) Low Air pressure light (iii) Turn signal indicator lights (iv) Battery charging light		
33	Instruments / Gauges	As per OEM standard		

Note:-

- Equipment/Vehicle should be latest production and Supplier is to provide copy of original brochures (soft and hardcopies) along with technical quotation.
- Para vise reply of this technical specification is required for finalization.
- These are broader specs to facilitate vendors for chance in competition & participation in open tendering. However vendors may quotes similar models with latest technologies.

- Column No 1, 2, 3 &4 to be filled by Splt Dte at the time of submission of Draft Indents to DCM.
- Column No 5 to be filled in by supplier at the time of submission of technical offer.
- Column No 6 to be filled in on receipt of the same Performa from DP (Air) for clearance of TSR by Splt Dte.

LEGAL/ADMINISTRATIVE

TERMS AND CONDITIONS GOVERNING THE CONTRACT

(to be filled by DP as appropriate this IT as per DPP&I-35)

1. **Warranty** All goods/stores/offered would be brand new, from current year of production. These will be supplied on Form DPL-15 (Appendix II) and will be governed as per warranty clause. This warranty period may be covered by a BG as stipulated above depending on the value/criticality of the tendered equipment/stores. Format of BG against warranty is attached as appendix III.

2. **Security Deposit/Bank Guarantee (BG)**
 - a. **BG equal to 10%** will be imposed on all FOB/FOR contracts on issuance of Letter of Intent/Acceptance or signing of the contract, the Supplier shall within a period of 30 days, submit a Security Deposit in the following forms :-
 - (i) Demand Draft/Pay Order from any scheduled bank of Pakistan.
 - (ii) Cash deposit on Form PAFA-507 in favour of Controller Military Accounts (DP).
 - (iii) Treasury Receipt.
 - (iv) Unconditional and irrevocable Bank Guarantee from a scheduled bank of Pakistan, which shall be endorsed in favour of Controller Military Accounts (DP) in the case of local contracts.
 - (v) Unconditional and irrevocable Bank Guarantee from a scheduled bank of State Bank of Pakistan or through LC opening Pakistani Bank in the case of foreign contracts. Such a Bank Guarantee shall be endorsed in favour of Controller Military Accounts (DP).

3. **Agent Commission** In case of involvement of foreign firm's local (Pakistani) agent, the commission %age being paid to the agent must be declared in the offer. This commission will be paid to agents in Pakistani currency (rupees) by CMA (DP) on satisfactory completion of suppliers. Letter of Credit will be reduced by corresponding Dollar value of agency commission at the exchange rate of date of opening of commercial offer. In case firm does not have any local agent, then a certificate as per format attached as (appendix-I) will be signed by OEM/principal and included as integral part of contract.

4. **Taxes/Duties/Letter of Credit Charges.** All taxes/ duties/ Import License Fee/ LC charges as applicable under Govt. laws in Pakistan as well as country of Supplier shall be on Supplier's account.

5. **Term of Payment** Principal / Supplier may be allowed to draw 80% payment through Letter of Credit on dispatch of stores and 20% on issuance of Certificate Receipt Voucher (CRV) by consignee.

6. **Late Delivery** In the event in delivery at Supplier's fault, the Supplier shall inform the purchaser before expiry of such delivery period giving reasons/justification for it. The purchaser shall have the right to take following actions:-
 - a. Cancel the contract, and/or.
 - b. To purchase from elsewhere stores not delivered, at the risk and expense of the Supplier and without notice to him, or

c. To recover liquidated damages when the Competent Purchase Officer is satisfied that the failure to supply the stores within the scheduled delivery period has been for reasons within the control of the Supplier, and/or if the Government has suffered loss for reasons of belated delivery. These liquidated damages, if imposed, will be recovered at the rate of upto 2% but not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores delivered late.

d. The purchaser's decision under this clause shall NOT be subjected to arbitration.

7. **Shipment** In case of FOB contracts, shipment will be made through PNSC vessel or PIAC on Purchaser's account. Details to be incorporated in the contract. Shipment through foreign vessel/flight due to any compulsion will require prior approval of Purchase/DGDP. For further detail referred to DPP&I-35.

8. **Insurance** In case of FOB contract, insurance in this contract if required will be on Purchaser's account with NICL, Pakistan.

9. **Subletting** Supplier not allowed wholly or part of the contract to any other firm/company without prior permission of the Purchaser. Firm found in breach of this clause will be dealt with as per purchaser's right and discretion.

10. **Purchaser's Right** Government of Pakistan (represented) by Directorate General Defence Purchase does not pledge himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the quantity offered. Please be notified that the tender does not constitute ANY obligation or commitments what-so-ever on the part of the Government of Pakistan to negotiate or conclude ANY or part thereof of the subject contract under any terms or conditions irrespective of the cost, lowest cost or any gradation of the cost. Government of Pakistan reserves the right to cancel the indent, tender or inquiry or to reject any offer or quotation without assigning any reason or explanation.

The purchaser also reserves the right of deletion, addition and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within **30** days after the signing of contract. Such information will be passed to the supplier on his legal address by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable Telegram etc.

11. **Export License/Permit/End User Cert.** It shall 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 as per the delivery schedule. In case the supplier fails to arrange export license within 30 days of signing the contract, the purchaser reserves the right to cancel the contract on the risk and expense of the supplier without prior notice. The purchaser will provide End User Certificate (EUC) to the supplier within 15 days of signing of the contract for the purposes of getting the export license/permit. However purchaser will not be responsible to arrange export license/permit on behalf of the supplier for the export of the contracted goods/stores.

12. **Failure/Termination** The purchaser shall be entitled to terminate the Contract on Risk and Expense for default on the part of supplier. In case the Purchaser elects to terminate the Contract, the Purchaser shall give notice in writing to the Supplier to make goods the default. Should the Supplier fail to initiate proceedings in order to comply with the notice within 15 days from the date of servicing of such notice, the Purchaser may forthwith terminate this contract by notice in writing to the Supplier without prejudice to any rights of supplier. Extra cost if incurred on re-purchase form else where will be on your account.

13. **Secrecy** The Supplier shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the Director General

Defence Purchase Division to receive it. Any breach on this account will be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier.

14. **Signature on Appendix IV to DP-2 Part-II.** In case of un-registered firm, the attached Appendix IV to DP-2 Part-II is required to be signed by the supplier. (Ref DGDP letter No 1566/01/Gen/Registration dated 19 February, 2014)

15. **Award of Contract to Un-Registered Firm Valuing Rs 1 Million and above.** In case of contract is awarded to un-registered firm valuing Rs 1 Million and above, BG from any scheduled Pakistani Bank will be submitted to DP (Air) **BEFORE SIGNING OF THE CONTRACT.** (Ref DGDP letter No 1566/01/Gen/Registration dated 19 February, 2014).

16. **Declaration of Moveable/immoveable Property:-** The supplier is required to provide details of moveable/immoveable property on Rs. 100 Judicial stamp paper duly attested by the oath commissioner.

**AGENT COMMISSION
CERTIFICATE**

It is certified that no person, firm, corporation, subsidiary or entity in Pakistan or elsewhere shall directly or indirectly receive any rebate, bonus, commission, gift or favour in case or kind other than the commission allowed to M/s (FULL NAME, TITLE OF THE COMPANY WITH ADDRESS) against Contract No. _____ dated _____. In case it is discovered that the 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

Principal

Seal & Signature

Seal & Signature

COUNTERSIGNATURE

**DP Concerned
Seal & Signature**

GUARANTEE FORM DPL-15
PRINCIPAL'S MANUFACTURER'S STANDARD WARRANTY/
SELLER'S LETTER OF GUARANTEE

Firm Name: **M/s** _____

Contract No: _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced now in accordance with approval drawings in all respect in accordance with the terms of the contract, and that the material used, whether or not of our manufacture, are in accordance with the latest appropriate standard specification, and also in accordance with the terms of the contract complete of good workmanship throughout and that will replace free of cost (FOB/ CIF/ C&F/ FOR) Karachi as the case may be every article or part hereof which before use or in use shall be found defective or is found not within the limits and tolerance of specification requirement or if any way are not in accordance with the requirement of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we will refund the relevant cost (FOB/ CIF/ C&F/ FOR) Karachi as the case may be in the currency/ currencies in which received plus freight charges, up to consignee's and the purchaser shall have the right to purchase the stores declared defective at our risk and expense.

3. The supplier also undertakes to make good the deficiency in supply if any.

4. The warranty will remain valid for -----on receipt of stores by the consignee.

Signature: _____

Dated: _____

Note: The signature must be the same as the one on the Tender/ Contract, if otherwise must be shown to be the signature a person capable of giving guarantee on behalf of the contractors.

**BANK GUARANTEE FOR PERFORMANCE ON
JUDICIAL STAMP PAPER OF RS 100/- OR AS
SUITABLE TO THE AMOUNT OF BG**

CONTRACT No: _____
NAME OF FIRM/ CONTRACTOR: _____
ADDRESS OF FIRM/ CONTRACT: _____
NAME OF GUARANTOR: _____
ADDRESS OF GUARANTOR: _____
AMOUNT OF GUARANTOR: Rs _____
DATE OF EXPIRY OF GUARANTEE: _____ (In Words)

To: **The President of Islamic Republic of Pakistan through the Controller of Military Accounts (Defence Purchase), Rawalpindi**

Sir,

1. Whereas your good self have entered into Contract No. _____ dated _____

With Messrs _____
Full Name and Address

Hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good-self for a sum of Rs _____ Rupees _____

2. 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 Rs _____ Rupees _____ as would be mentioned in your written Demand Notice.
 - To keep this Guarantee in force till _____
 - That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/ extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. _____ or from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of 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.
 - 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.
 - That with the consent of our customer you may amend/ alter any term/ cause 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 Rs _____ (Rupees _____)
 - That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/ Supplier or Vendor.
 - That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/ Supplier or Vendor.

GUARANTOR :

Dated: _____

Bank Seal & Signature:

AFFIDAVIT/UNDERTAKING
(WORTH RS 100/- ON JUDICIAL STAMP PAPER)

Mr _____ Authorized signatory/ Partner/MD of
M/s _____, do hereby solemnly affirm to DP (Air), and Directorate General
Defence Purchase, Ministry of Defence Production, Rawalpindi that our firm
M/s _____ has applied for registration with Director General Defence Purchase
(DGDP) duly completed all the documents required by Registration Section on _____(date)
i.e. before signing the contract. I certify that the above mentioned statement is correct. In case it is
detected on any stage that our firm has not applied for registration with Director General Defence
Purchase or statement given above is incorrect, our firm will be liable for disciplinary action initiated
(i.e. debarring, the firm to do business with other Defence Establishment and Government
Agencies). I also accept that any disciplinary action taken will not be challenged in any Court of
Law.

Station _____

Signature _____

Dated _____

Name _____

Appointment in Firm _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

CERTIFICATE

It is certified that no change/amendment has been made in the documents available on the PPRA website. In case, found guilty of any tempering to the IT documents, severe disciplinary action will be taken against my firm.”

Principal / Agent

Seal & Signature

TECHNICAL CONDITIONS/SPECIFICATIONS OF STORE

1. **Technical Specifications**

- a. The store/equipment should confirm to specification/service requirements and technical data/drawing (if applicable as per attached appendix-I to this annex. Offer not confirming to required specification or multi offers will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specification.
- b. All stores/items/Goods delivered would be brand new, from current year of production, confirming to purchaser specifications/ satisfaction. The supplier will provide all the OEM certificate, quality certification/inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram.

2. **Requirement of Samples** The requirement of tender sample will be included in the IT in case the same is required for evaluation by technical authorities. Beside this advance sample if required will be made part of the IT as well as the contract.

3. **Change in Specification/mfr/model** No alteration in make/brand and quality of stores will be entertained after the tenders have been opened. To contrary, any change/improvement requires approval of tech authority/user.

4. **Technical Documentation** All original publications, catalogues and technical/operational manuals will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. Supplier will also provide two copies of compact disc and hand made drawings wherever applicable. The Supplier will provide two sets of following documents free of cost for technical scrutiny of the offer (as applicable):-

- a. Technical literature of each item in original form.
- b. Manufacturer's Specifications/Technical Data/Drawings and packing details etc of each item in original form.
- c. Acceptance test procedure/criteria of each item.
- d. Country of origin of each item and port of shipment.

5. **Interchangeability** A certificate of complete interchangeability must be endorsed on the quotation for all substitutes/in lieu and superseded items. A copy of relevant page of publication must be attached to prove correctness of offered item.

6. **Checking of Store at Consignee End** All stores will be checked at consignee's end, in the presence of supplier's representatives. If for the reasons of economy, or any other reason, the supplier decides not to nominate his representative for such checking; an advance written notice to this effect will be given by the supplier to the consignee prior to or immediately on shipment of stores. In such an event the supplier will clearly undertake that the decision of consignee with regard to quantities and description of a consignment will be taken as final and discrepancy found will be accordingly made up by supplier. In all other cases the consignee will inform the supplier about arrival of consignment immediately on receipt of stores through registered mail or fax. If no response from the supplier is received within 15 days form initiation of letter the consignee will

have the right to proceed with the checking without supplier's representative. Consignee's report on checking of stores will be binding on the supplier in such cases.

7. **Packing/Marking** The Supplier shall be responsible for proper packing of the stores in accordance with the relevant paper particulars under the conditions laid down in the contract or other relevant instructions on the subject in standard export packing worthy of transportation by Sea/Air/Road/Rail so as to ensure their contents being free from loss or damage due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expense of the Supplier. All packing cases, containers and other packing material shall become the property of the State on receipt. Marking of packages/containers shall also be done by and at the expense of the Supplier in accordance with the instructions given by the Purchaser. Failure to mark consignment in accordance with these instructions will render the store liable to rejection. Any loss occurred/demurrage paid due to wrong marking will be made good by the Supplier.

UNDERTAKING

To:

The Director Procurement (Air)
 (Section P-44)
 Air Headquarters, Nur Khan
 Chaklala Rawalpindi

Dear Sir,

1. I/We hereby offer to supply to the Director of Procurement (Air) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule 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 conditions already stated therein or on before this date. I/We shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions. Governing Contract in Form No.DPP & I-35 (Revised 2017) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and am/are fully aware of 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 :

Tel No.

Date :

Signature of Tenderer:

Name:

C.N.I.C. No.

Address :

Tel No.

Date: