

2.2 **For Plant and Machinery**, you are required to quote in two parts:-

Part I "Technical Offer": It should exclusively give technical details and literatures/ brochures of the offered plant, machinery and equipment; validity date; delivery schedule; and signed undertaking given on the schedule to this Tender Enquiry. It must not indicate price, costs etc.

Part II "Commercial Offer": It should indicate the commercial terms e.g. price, terms of payment, mode of payment, mode of supply.

Each part should be placed in a separate sealed cover. The envelopes should be inscribed with Part I "Technical Quotation without Price" and Part II "Commercial Quotation with Price".

2.3 The quotation must remain valid for, at least 90 days from the date of opening of tenders.

2.4 The quotation should hold good for any reduced or enhanced quantities without notice.

2.5 In the event of non-acceptance of offer, no intimation will be given to the Tenderers.

2.6 Conditional offers or alternative offers are likely to be ignored.

2.7 Quotations should be based on FOB. The consignment will be shipped through Pakistan National Shipping Corporation (PNSC). In case there is no PNSC service in the country of shipping, please quote on C & F basis. The freight should be indicated separately. Insurance premium should not be included in the quoted price. However, where insurance is considered necessary, advice to that effect should be given in the quotation.

2.8 Submission of the offer through an agent in Pakistan should be avoided. In case it is considered inevitable, the agent's quotation must invariably be accompanied by the original proforma invoice from the principals/manufacturers.

2.9 Country of origin and port of shipment to be stated.

2.10 The offer of the principal must clearly indicate whether the rate quoted is inclusive of agent's commission, and if inclusive rate of commission included be specified.

2.11 Suppliers will render necessary information regarding hazardous effects on environment, of the materials/products supplied by them, in their quotations and shipping/despatch documents

2.12 If the requisite information is not furnished on the T.E form or offer received is not in conformity with the requirement of the T.E each offer shall be ignored.

3. INSPECTION

3.1 Supplies shall be subject to the inspection and acceptance by the competent inspection authority nominated by the Purchaser, who will arrange it at his own cost. Inspection facilities such as tools, test equipment, instruments etc will, however, be provided by the Suppliers in accordance with the relevant specifications.

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3.2 Where considered necessary by the Purchaser, the stores may be obtained on Warranty/Guarantee subject to inspection on receipt. Rejected stores will be removed and replaced with the acceptable stores by the Supplier at his own expense, within a specified time.

3.3 TENDER SAMPLE

Where required, offer must accompany tender sample, strictly according to the description and specification given in Tender Enquiry. Offer not accompanied by tender sample will NOT be entertained excepting the established and reputable firms who have either previously satisfactorily supplied the same or similar stores or have submitted an acceptable sample thereof against previous T.E.

4. ACCEPTANCE OF OFFERS

4.1 The right to accept or reject any offer in full or in part, without assigning any reason or to negotiate price without prejudice to the original offer is hereby reserved.

4.2 PERFORMANCE BOND

(a) The successful bidder will provide Performance Bond at the rate of 10% of F.O.B value of the contract in favour of Controller Ordnance Factories, Accounts CMA(POF) Wah Cantt (Pakistan). The Performance Bond will be furnished in the form of Deposit At Call Receipt from any scheduled bank in Pakistan or an unconditional bank guarantee on prescribed proforma covered by any scheduled bank in Pakistan. The performance Bond shall be furnished within 45 days from the date of opening of Letter of Credit. It shall be valid for a period of 12 months after the date of expiry of letter of credit. If the Performance Bond is not furnished within the a/m prescribed time, the Purchaser reserves the right to cancel the contract and has the right of risk purchase action.

(b) No Performance Bond will be required if the total FOB value of the contract is less than US \$50,000 and contract is placed directly on the foreign Supplier.

4.3 FAILURE TO SUPPLY THE STORES

All deliveries must be completed by the specified dates. If the failure to deliver the stores within the scheduled time should have arisen from "Force Majeure", which the purchaser may admit as reasonable ground for further time, he will allow such additional time as he may consider to have been required by the circumstances of the case. Otherwise, he will be entitled, at his discretion, to cancel the contract; and/or claim liquidated damages upto 2% but not less than 1% of the contract price of the items and their quantities for each and every month or part of a month, beyond the specified delivery date, during which these may not be delivered, subject to a maximum of 10% of the total contract value; or, to purchase from elsewhere, the unsupplied stores at the risk and cost of the supplier.

4.4 PAYMENT

Payment will normally be made by means of irrevocable letter of credit. Unless otherwise stated 90% payment will be released on submission of despatch documents to Bank while balance 10% payment will be released on receipt and acceptance of store by the consignee.

All Bank charges incurred in Pakistan in connection with the establishment of L.C. will be borne by the Purchaser, whereas all Bank charges incurred in connection with drawing of payment including charges for confirmation of L.C. by the advising Bank/Foreign Bank will be borne by the Sup

5. SECURITY OF INFORMATION

The tenderer and his employees must not communicate any information relating to the sale/purchase of stores under this enquiry to any person other than the manufacturer or to any press or agent not authorised in writing by POFs to receive it.

Please return the Schedule to the Tender duly signed by the specified date, alongwith the specifications, drawings etc., if any, enclosed herewith - even if you are unable to quote.

WARNING In case the firm abstain from making offers or fail to return/acknowledge the tender form by the specified date on three consecutive occasions, no further tender enquiry may be issued to them and their names would liable to be removed from the approved list.

Yours Faithfully

(MUHAMMAD SHAHID SIDDIQ
MANAGER PURCHASE SERVICES
for PAKISTAN ORDNANCE FACTORIES

Tele 051-905522277

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Telex

PAKISTAN ORDNANCE FACTORIES

SCHEDULE TO TENDER NO. 0019/DS/FP/48

DATED 06-SEP-18

(4) Undertaking

Should our offer be accepted, we hereby undertake to supply the stores/render the services contracted on the basis of Conditions of Contract embodied in Form POF 1280, and to deposit the performance bond within the prescribed time, failing which it will constitute a breach of contract, and POF will have the right to purchase the stores/services elsewhere at our risk and cost.

Place _____
Date _____

Signature of the Tenderer _____
Name _____
Postion _____
Address _____
Income Tax G.I.R. No _____