



Government of Pakistan
PAKISTAN ORDNANCE FACTORIES
TENDER ENQUIRY

To

M/s

Dear Sirs,

Reference : TENDER ENQUIRY NO. 0071/EXP/FP/48

DATED 25-JAN-19

You are requested to submit quotations for the item(s) noted in the schedule to the Tender. Offers should be sent duly sealed in an envelope. Please note the following instructions for filling the tender:-

1. SUBMISSION OF TENDER

1.1 Tenders will be opened at 1100 hours on 05-MAR-19 and must reach at below mentioned address before 30 Minutes of opening time. The tender received late will not be entertained. You may witness the opening of the tender if you so desire. If a representative is deputed, he should bring a letter of authority from you.

1.2 Only one tender should be included in one envelope. The outside of the envelope should be inscribed with:-

Tender Enquiry No: 0071/EXP/FP/48

Tender to be opened on: 05-MAR-19

Address as follows:-

BID CENTER, CR SECTION,

C-04 BUILDING,

POF WAH CANTT

1.3 If envelope does not indicate reference of T.Es or received late the same may be returned un-opened.

1.4 Tender "By Hand" can be delivered at Bid Center, Rabita Hall, POF Wah Cantt.

2. GENERAL INSTRUCTIONS REGARDING PREPARATION OF QUOTATIONS

2.1 For materials, the prices should be filled in column 5 and delivery date in column 6 of the schedule to this Tender Enquiry. The undertaking should be signed at the bottom of the Schedule which shall form the Quotation. You may use a separate sheet if necessary.

Contd.....P-2

2.2 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, intimation may be given to the Tenderers on their request.
- 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.

3.2 Where considered necessary by the Purchaser, 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 POF may reject all bids or proposals at any time prior to the acceptance of a bid or proposals, but is not required to justify grounds for its rejection. POF Shall incur no liability towards suppliers or contractors who have submitted bids or proposals.

4.2 PERFORMANCE BOND

(a) The successful bidder will provide Performance Bond at the rate up to 10% of F.O.B value of the contract in favour of Controller Military Accounts (CMA) POF Wah Cantt. The Performance Bond will be furnished in the form of Deposit At Call Receipt (CDR) 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 prescribed time of 45 days, the Purchaser reserves the right to:

- i. Impose penalty @ 1% per month of the value of CDR/BG.
(Clause-42 (a i) is not applicable in case of procurement of Plant/Equipment/Machinery items).

OR

- ii. Cancel the contract and make other arrangements for purchase of the stores at the risk and expense of the Supplier.

(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 date. 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 Supplier.

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 AHMAD ARSALAN
MANAGER PURCHASE (X)
for PAKISTAN ORDNANCE FACTORIES

Tele 0092-51-9055-29216

Fax 0092-51-9271400

Telex 5840 POFAC PK

URGENT

SCHEDULE OF STORE TO BE SUPPLIED AGAINST T.E. NO. 0071/EXP/FP/48, DT. 25-01-2019.

| Sr. # | DESCRIPTION OF STORE | UNIT | QTY | PRICE PER UNIT FOB or C&F | | DELIVERY PERIOD |
|-------|---|------|-----|------------------------------|-----------|--------------------------------|
| | | | | IN WORD | IN FIGURE | |
| 1. | PENBERTHY STANDARD AUTOMATIC STEAM INJECTOR DIA 3/4" BSP PIPE CONNECTIONS TYPE BB-21 | No. | 04 | | | 03 Months After Opening of L.C |

1. SPECIAL CONDITIONS:

- i. **Bids shall be opened as per PPRA Rule 36 (b) "single stage – two envelop procedure" in which the bid shall comprise of two separate envelops: financial proposal and the technical proposal. Initially only Technical offer will be opened.**
- ii. **Participating firms should have not defaulted in any contract with POF or any other govt. organizations.**
- iii. Offer should clearly indicate the country of origin and port of shipment.
- iv. Export license related matter is the sole responsibility of supplier.
- v. Any quantity of store, if found defective functionally will essentially be replaced by the supplier free of cost under his own arrangements. All port and transportation charges related to rejected store will be paid or recoverable from supplier.
- vi. Moreover, all the terms and conditions given in T.E general instructions Performa form POF 1262 (foreign supplies) must be accepted.
- vii. Store will be procured on warranty / guarantee basis, as per POF format.
- viii. No fax or e-mail offer will be accepted
- ix. Supplier must accept all the terms & conditions embodied in form POF 1282 (General conditions of contract)
- x. In case of no previous dealing/established business relations with the firm 100 % payment will be made after receipt and acceptance of the store.
- xi. Performance bond should be furnished positively with in 45 days from the date of opening of letter of credit in the shape of bank guarantee @ 10% of FOB value of contract, if value of order exceeds US\$ 50,000/-
- xii. **In case of local suppliers Tender fee for Rs.500/ in shape of cross postal order/pay order & Bid money in the shape of CDR/Pay Order/Banker's Cheque @ 2% (From registered supplier) & @ 5% (From un- registered supplier) of the quoted value in favour of M.D-Explosives , must be attached with the quotation, Offer without /short bid money and tender fee will be rejected.**
- xiii. **You may witness the opening of the tender at Bid Centre if you desire, and should bring a *Letter of Authority* duly mentioned specific Tender No. & date.**

2. 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 p.o.f.-1282 and to deposit the performance bond within the prescribed time, failing which it will constitute a breach of contract. and P.O.F. will have the right to purchase the stores/services elsewhere at our risk and cost.

PLACE.....
 DATED.....
 OFFICIAL STAMP.....

SIGNATURE OF THE TENDERER
 NAME:.....
 POSITION.....
 INCOME TAX G.I.R. NO.....