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(INDIGENOUS SUPPLIES)

**GOVERNMENT OF PAKISTAN
PAKISTAN ORDNANCE FACTORIES
TENDER ENQUIRY**

To

**16 Local Manufacturers / Supplier
(As per list attached)**

Dear Sirs,

Reference: Tender Enquiry # **Wah-1800-12-AST-D.O (X)** Dated **12 February 2019**

You are requested to submit quotations for the items noted in the Schedule to the Tender. Offer 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 **28 March 2019** and must reach as per address given below on or before **1030** Hours upto due date. 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: **Wah-1800-12-AST-D.O (X)**
- Tender to be opened on: **28 March 2019**
- Address as follows: - **Bid Center, CR Section, C-04 Building,
POF Wah Cantt
Tele : 0092-51-9055-29201
Fax : 0092-51-9271400**

1.3 The bids received in factories may not be entertained.

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

2. GENERAL INSTRUCTIONS REGARDING PREPARATION OF QUOTATIONS

2.1 The undertaking should be signed at the bottom of the Schedule which shall form the Quotation. You may use a separate sheet if necessary.

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 acid storage tanks & other related accessories; validity date; delivery schedule; and signed undertaking given on the schedule to this Tender Enquiry. It must not indicate price, costs etc. Only confirmation regarding submission of Bid Money may be notified with technical proposal.

Part II **"Commercial Offer"** It should indicate the commercial terms e.g. price of each type of tank, Bid Money, 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:-

F.O.R. station of Dispatch basis, i.e. delivered free on rail, inclusive of packing and forwarding charges. The stores will be booked under Military Credit Note, to be provided by the purchaser.

and/or

Free delivery at POF's stores at **Gate # 6 Explosives Factories Wah Cantt.**

In this case Octroi duty will be payable by the supplier.

2.8 Taxes and Duties etc. where applicable, must be shown separately, quoting reference to Registration No. in cases of Sales Tax and relevant authority in the case of others. Offer without these clarifications and inclusive of Taxes and Duties may be ignored.

2.9 Taxes and duties levied on or after Tender opening date or on or after the date offer was signed and dispatched will be allowed to include in the offered rates.

2.10 "Suppliers will furnish a certificate, issued by Excise & Taxation Deptt, that he has cleared all Professional Tax payable by him" Offers received without this certificate will be rejected.

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

2.12 If the requisite information is not furnished on the T.E forms or offer received is not conformity with the requirement of the T.E such 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.

4. **TENDER FEE**

The tender must be accompanied by a non-refundable fee by means of a crossed postal order/pay order of **Rs 500/-** in favour of **Managing Director Explosives Factory POF Wah Cantt.**

4.1 **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.

5. **BID MONEY**

- 5.1 Bid Money at the rate of 02% (for registered firms) and 05% (for unregistered firms) of the quoted value, should accompany the tender in the shape of Deposit At Call Receipt, from a scheduled Bank drawn in favour of:-

“Managing Director - Explosives”

Tenders received without Bid Money will be rejected.

- 5.2 Bid Money of the unsuccessful tenderers will be returned as soon as the scrutiny of the tenders is completed. Bid Money of the successful tenderers will be retained until the contract is finalized. Bid Money will be forfeited in case the quotation is withdrawn before the expiry of its validity date.
- 5.3 State owned organizations are not required to provide Bid Money.

6. **WARRANTY/GUARANTEE:**

- 6.1 The stores will be accepted on SELLER's Warranty/Guarantee with regard to quality and quantity subject to these being technically checked / tested where necessary and accounted for on arrival at Consignee's ware-house. The SELLER will render Warranty/Guarantee certificate in-duplicate to the BUYER on the enclosed Proforma (Annexure-A) as soon as stores have been dispatched / delivered. This Warranty / Guarantee shall be binding on the supplier for a period of **12 (twelve) months** reckoning from the date of successful commissioning and final acceptance test of the Storage Tanks alongwith the related accessories.
- 6.2 In case the stores on checking/test after receipt at the BUYER's factory are found not conforming strictly to the relevant specification and other particulars, or found broken during transit, the SELLER shall immediately replace the rejected/ broken store by acceptable stores free of cost and without any obligation to the BUYER. Rejected / broken stores shall be disposed by the SELLER under his own arrangements. The SELLER will warrant the good quality of all equipment supplied against all defects or failures due to faulty design, material or workmanship.

7. ACCEPTANCE OF OFFERS

7.1 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.

7.2 PERFORMANCE BOND

(a) The successful bidders shall provide Performance bond within 30 days after issuance of letter of intent (LOI) at the rate of 10% of the total contract value, in the form of a Deposit At Call Receipt from a scheduled Bank; or, an unconditional Bank Guarantee valid for 12 months after receipt, commissioning and Final Acceptance Test of the storage tanks in POFs on a prescribed format (Annexure-B). The Performance Bond will be in favour of C.M.A. POF Wah Cantt. It will be returned on satisfactory completion of the contract.

(b) If the Supplier fails to furnish the Performance Bond within the specified time, such failure will constitute a breach of the contract and the Purchaser shall be entitled to make other arrangements for purchase of the stores at the risk and expense of the Supplier.

7.3 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 of the particular stores which remained unsupplied either in part or in full: or, to purchase, from elsewhere, the unsupplied stores at the risk and cost of the Supplier.

8. TANKS FABRICATION WORK:

The firm may either Pre-fabricate the Acid Tanks at his Facility OR may fabricate it at POF(X) site.

8.1 In case of tanks fabrication at firm's premises, the firm will be responsible to transport the tanks at Gate # 06, POF Explosives Factory. However, unloading at site will be done by POF Explosives Factory.

8.2 In case the tanks fabrication at POF site, working space at site will be provided by buyer. The firm have to ensure the following;

- Availability of the required material.
- Welding sets, electrodes and other relevant consumables.
- Payment of utilities being used during tanks fabrication work as per POF procedure.
- Accommodation of its fabrication team.

8.3 INSTALLATION OF TANKS

The tanks will be placed on their respective foundations by POF Explosives Factory.

9. PAYMENT

- a. 100% payment will be made by the C.M.A(POF) through crossed cheque on receipt, commissioning and Final Acceptance Test of the storage tanks on our prescribed bill form supported by receipt voucher on full supply basis.
- b. Payment of duties/Taxes including professional tax (where applicable) must be supported by proof of having paid these to concerned Govt. Taxation Deptt:

10. DOCUMENTS:

04 sets of relevant technical documents (material of construction, Maintenance and Safety) regarding the contracted store in English Language.

11. 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 authorized 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 be liable to remove from the approved list.

Yours faithfully,

for **PAKISTAN ORDNANCE FACTORIES**

Office Tel. # **0092-51-905529201**,

FAX # **0092-51-9271400**

E-mail: **mdexp@pof.gov.pk**

PAKISTAN ORDNANCE FACTORY

Schedule To Tender Enquiry No. **Wah-1800-12-AST-D.O (X)**

Dated **12 February 2019** to be opened on **28 March 2019**.

(1) **Plant & Machinery: -**

Procurement of following Acid Storage Tanks along with accessories:-

Sr. #	Description	Qty
01	<p>Concentrated Sulphuric Acid Storage Tank Capacity = 100 M.Ton Media= Concentrated Sulphuric Acid 98% Minimum</p> <p>i. <u>Material for Shell & Bottom</u> Mild Steel BS4360-1986 Grade 43A</p> <p>ii. <u>Material for Tank Top cover</u> = Grade S.S 316 (Stainless Steel)</p> <p>iii. <u>Drq # POF/E 33/06-S/29 - (Annexure-C1)</u></p>	01
02.	<p>Weak Nitric Acid Storage Tank Capacity = 100 M.Ton</p> <p>i. <u>Material for Shell, Bottom & Top Cover</u> BS1449/1983-pt-II table 4 & 5 grade 315 –S16, Stainless Steel</p> <p><u>Drq # POF/E-37/07A-S/2 - (Annexure-C2)</u> Media = Weak Nitric Acid (50 – 55 %)</p>	01
03	<p>Concentrated Nitric Acid Storage Tank Capacity = 85 M.Ton Media = Concentrated Nitric Acid (CNA) 98% Minimum Inside dia = 10 ft Length = 29'-2" long over dished end complete with all branches and main hole.</p> <p><u>Drawing # POF/E-37/09-S/5 - (Annexure-C3)</u> Material for tank = Aluminum BS 1470/1972 type 1080A H4 AMD 3371 or BS 1470/1972 type SIA – H4</p>	03

(2) **Special Conditions:**

- i) Rate and sales tax must be shown separately.
- ii) Offer without tender fee will not be considered.
- iii) Date and Stamp of the Postal Order must be visible.
- iv) The payment to the registered supplier will be linked with the active taxpayer status of the supplier as per FBR database. If any registered supplier is not in ATL his payment would be stopped till he files his mandatory returns and appears on ATL of FBR.
- v) Reference list of similar Acid Storage Tanks supplied by the firm & which are still working satisfactorily should be provided with the offer.
- vi) Complete Project Schedule.
- vii) **Final Acceptance Test:**
Successful Trial Run of the store for one week (continuous) with the requisite acid.

(3) **Undertaking**

Should our offer be accepted, we hereby undertake to supply the stores/render the services contracted on the basis of General Conditions of Contract embodied in Form POF-1281, 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: _____

Position: _____

Address: _____

Income Tax G.I.R. No. _____

WARRANTY / GUARANTEE CERTIFICATE

Firm's Name _____

Contract No. _____ **DATE** _____

1. We hereby guarantee that the goods supplied against the above contract are in all respect in accordance with the relevant specifications and terms of the contract and that the materials used, whether or not of our manufacture, are in accordance with the latest approved standard specifications complete, are of good workmanship / quality throughout, and that we shall replace free of cost, every article or part thereof which before use or in use, shall be found defective, or not within the limits and tolerance of specification requirements, or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within the period specified by the Purchaser, we will refund the relevant cost.

3. The Warranty / Guarantee will remain valid for **12** months after the receipt Installation, commissioning & Final Acceptance Test of the tanks.

Signature _____

Name _____

Status in the Firm _____

Dated _____

Annexure-B

**BANK GUARANTEE FOR PERFORMANCE ON
JUDICIAL STAMP PAPER OF Rs.100/- OR AS
SUITABLE TO THE ACCOUNT OF BG.**

- i) Contract No. _____ Date _____
- ii) Name of Firm/Contractor _____
- iii) Address of Firm/Contractor _____
- iv) Name of Guarantor _____
- v) Address of Guarantor _____
- vi) Amount of Guarantee Rs. _____
(_____)
(in Words)

vii) Date of Expiry of Guarantee _____

To: The President of the Islamic Republic of Pakistan
Through the **CMA POF WAH CANTT.**

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/FE(as applicable) _____

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under:
- a) To pay you unconditionally on demand and / or without any reference to our customer and amount not exceeding the sum of Rs. _____ Rupees or FE (as applicable) _____ as which be mentioned in your written Demand Notice.
- b) To keep this Guarantee in force till _____
- c) 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. M/s _____ or _____ from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing or banking hours on the last date of the 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.

- d) 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.
- e) That with the consent of our customer you may amend/alter any term/clause 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 _____)
- f) That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.
- g) That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or vendor.

Guarantor

Dated: _____

Bank Seal and Signatures