



Government of Pakistan
PAKISTAN ORDNANCE FACTORIES
TENDER ENQUIRY

To

Dear Sirs,

Reference: TENDER ENQUIRY NO. 0003 / HVN / FP / 51 / Capt DATED:- 14-12-2021

You are requested to submit quotations for the items 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 (**Technical Part/Offer**) will be opened at **1030 hours on 08-02-2022 and must reach In the office of in-charge Bid Centre POF Wah Cantt upto 1000 Hrs.** 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 Procurement method is single stage two envelope as per PPRA Rules 36 (b), therefore bids/offers must be quoted as per TE clause 2.2 instead of 2.1. The outside of the envelope should be inscribed with:-

Tender Enquiry No: 0003 / HVN / FP / 51 / Capt DATED:- 14 - 12 - 2021

Tender to be opened on: 08-02-2022

Address as follows:-

INCHARGE BID CENTER
PAKISTAN ORDNANCE FACTORIES
WAH CANTT (PAKISTAN)

Though:-

I/C CR
POF WAH CANTT

- 1.3 If envelope does not indicate reference of TEs or received late the same will be returned un-opened.

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.

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

Part I "Technical Offer": It should exclusively give technical details/specification/parameters and literatures/ brochures of the offered plant, machinery, equipment, material and store; 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 commercial opening.
- 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 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 Supplier will render necessary information regarding hazardous effect on environment, of the materials/products supplied by them, in their quotation and shipping/dispatch 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 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, 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 specified time.

TENDER SAMPLE

- 3.3 Where required offer must accompany tender sample, strictly according to the description 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 samples thereof against previous T.E.

4. ACCEPTANCE OF OFFERS

- 4.1.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds
- 4.1.2 Procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1.1) towards suppliers or contractors who have submitted bids or proposals.
- 4.1.3 Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractor that submitted bids or proposal.

4.2. PERFORMANCE BOND

The successful bidder will provide Performance Bond at the rate of 10% of F.O.B value of the contract in favour of Controller Military Accounts (CMA) 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 2 year after successful FAT.

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.

Contd....P/4

4.4 PAYMENT**a. With PSI**

- i. 80% Payment will be released against presentation of shipping documents and acceptance certificate issued by PSI team.
- ii. Balance 20% payment will be released against the final acceptance certificate, duly signed by the buyer.

b. Without PSI

- i. 50% Payment will be released against presentation of shipping documents and acceptance certificate issued by PSI team.
- ii. 30% payment will be released on receipt / inspection of complete store in buyer premises.
- iii. 20% payment will be released against the final acceptance certificate, duly signed by the buyer.

5 SECURITY OF INFORMATION.

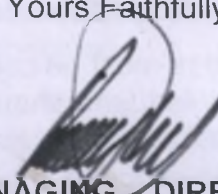
The tenderer and his employees must not communicate any information relating to the sale / purchase of stores under this enquiry to any person other than the manufacturer or to any press or agent not authorized in writing by POFs to receive it.

Please return the schedule to the tenderer duly signed by the specified date, along with 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



MANAGING DIRECTOR
PAKISTAN ORDNANCE FACTORIES

Tele: +92-992-810001, 3 Ext. 28257, 28604, 28601
Fax: +92-992-810318
e.mail: mdhvn@pof.gov.pk

Handwritten initials and date:
13/12/20

PAKISTAN ORDNANCE FACTORIES**SCHEDULE TO TENDER NO. 0003 / HVN / FP / 51 / Capt DATED:- 14-12-2021****FOR MATERIALS / STORE**

(1)	(2)	(3)	(4)	(5)		(6)
Item No	Description with Specs. Etc.	Unit	Qty	Price Per Unit FOB / C & F		Delivery Date
				In Figures	In Words	
1.	Closed Vessel Test System for Measurement of Ballistic Parameters of Propellants.	No	01			

2) For Plant & Machinery: }
 Specification:- } Annex " A" (Attached)

(3) Special Conditions:-

- a. Quotation submitted on Schedule to T.E must be signed/stamped.
- b. Quotation Strictly according to our requirement, specification and TE term and conditions. Quote all parameter of specification and the bid being technically deviated from any parameter of the specification shall be out-rightly rejected.
- c. Store will be supplied in standard packing.
- d. Offer should be on C&F Karachi basis showing sea freight charges separately
- e. Offer should only be forwarded if the supplier has authorization/Export permit for export of store.
- f. **All Chinese and Hong Kong based firms must quote rates in RMB (Chinese Yuan) and rates in other currency will not be entertained.**
- g. Suppliers are required to sign **Annexure-D** attached to this TE document regarding Declaration of Fees, Commissions, and Brokerage etc, paid or intended to be paid by them of Goods, Services and Works in case of exceeding more than US\$ 50,000 (or its equivalent in other foreign currency) in value

(4) 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 1282, 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 Tenderer _____
 Name _____
 Position _____
 Address _____

SPECIFICATION AND GENERAL CONDITIONS**1. NOMENCLATURE OF EQUIPMENT****(a) : COMPLETE CLOSED VESSEL TEST SYSTEM WITH PRESSURE CALIBRATOR SET FOR SINGLE, DOUBLE & TRIPPLE BASE PROPELLANTS (Granular, Tubular, Flakes, Strips etc)**

Technical Requirement	a	CVT system with Vessel Volumes	100 cm ³ , 200 cm ³ , 700 cm ³ (02 Sets each)
	b	Working Pressure	Up to 5000 bar
	c	Testing Pressure	6000 bar
	d	Material	High Strength Steel/Nickel chrome steel
	e	Sample loading Density	0.2 g/cm ³
	f	Ignition of prop sample	Electrical & Mechanical
	g	Chiller	Chiller for cooling Jacketed body of vessel, temperature sensor
	h	Transducer	Piezoelectric
	i	Pressure measuring capacity of transducer	0~6000 bar
Calibration	a	Calibration of test transducer	Software based system required for Calibration of transducers
	b	Calibration of standard transducer	(Control, measurement and evaluation software)
	c	Charge amplifier	Compatible version
Conditioning Chamber			Conditioning chamber for propellant samples. Temp range = - 40°C~ +55°C
Data acquisition system	Maximum sample rate 100 MS/s Acquisition of data Analysis of data in terms of RF, RV, Pressure - time, dp/dt-pressure, vivacity-p/pmax, impulse-p/pmax & burning /rising time etc.		
Computer & Software	Computer System with 02 Nos 30" LED Monitor + Colour Laser Printer (3 in 1)	Latest compatible operative system (Core i7 or greater) 2 TB HDD storage capacity & 2 TB portable drive for data backup	
<ul style="list-style-type: none"> • Interlocking push safeties for activation of supply (built in breakers) 			

2. SCOPE OF SUPPLY:**Hardware (Mechanical & Electrical)**

The following hardware should be included in the supply:

- 2.1 Complete CVT system along with pressure calibrator set having built-in safety equipment and essential accessories.
- 2.2 Erection material such as steel structure for supporting machinery etc.
- 2.3 Digital multi-meter set and cables required for electrical service/installation.
- 2.4 Start / Stop control station for all motors (with ampere meters) along-with perforated cable trays for power & instrumentation and mounting accessories.
- 2.5 All valves, interconnecting piping, fitting, gaskets, couplings, bolts & nuts.
- 2.6 Consumable and auxiliary required during installation of machinery.
- 2.7 Soft and hard copy of software and provision of schematic interface modules.
- 2.8 All the motors, gears and electrically driven accessories installed in the classified area should be intrinsically safe, flame proof & with IP 65, where required.

Environmental Conditions

- 3.1 Temperature range : -3 to 50⁰C
3.2 Atmospheric Relative humidity : 25 – 100%

4 Available Utilities

Following utilities are available:

- 4.1 Electricity 380 - 400 volts, 50 Hz, three phase
4.2 Electricity 220 – 230 volts, 50 Hz, single phase
4.3 Raw Water at 3 bar
4.4 Steam at 6 bar pressure

5 Training and PSI at Firms Premises

5.1 Scope of Training:

The supplier will train a team of 02 officers / officials of buyer on the same facility for a period of 02 weeks. The supplier will give all necessary training including operation, sample testing, test simulation, electrical / instrument maintenance of plant. Air Tickets, Boarding, Lodging and Inland Travelling expenses will be borne by supplier.

5.2 Scope of PSI:

5.2.1 The PSI/Training team comprising of 02 officers/officials will perform Pre Shipment Inspection of the plant and machine for a period of 02 weeks. The team will inspect the complete CV Testing System in respect of material of construction, spares & electrical / instrument items. The team will also check the designs, specifications, test certificates along with results on test bench. Original invoices for integrated equipment of the OEM will also be verified.

5.2.2 Shipment of store shall be undertaken after acceptance / authorization by PSI team.

5.3 Training (on site)

During the stay of seller engineers at our works they will be required to train the concerned officers/officials of the purchaser on supplied equipment. Air Tickets, Boarding & Lodging expenses of the sellers engineers/experts will be borne by supplier. However local transport will be arranged by the purchaser.

6 DOCUMENTATION

The supplier will provide relative technical data (4 copies each in English language) including the following:

- 6.1 Detailed drawings & specifications of the equipment.
6.2 Detailed erection drawings and civil structure designs along with foundation load.
6.3 Specifications of materials not included in the supplies but necessary for integration of the offered system.
6.4 Detailed maintenance, calibration and services manuals.
6.5 Safety and labour protection instructions.
6.6 Comprehensive operating manual of CVT system and pressure devices.
6.7 Schematic diagram of electric control circuits.
6.8 Software package and program.
6.9 P & I drawings.
6.10 List of similar equipment installed by firm in Pakistan/abroad must be endorsed for reference.
6.11 All licensed software must be with life time access along with suitable backup on DVD's / USB (02 copies each)
6.12 Calibration certificate of electrical instruments along with detail calibration procedure be provided.

7 Installation, Commissioning, Trial Run & Final Acceptance Test of Equipment.

- 7.1 After successful installation of equipment commissioning will be carried out by seller's engineers. Purchaser shall provide the required number of operators & technicians for the installation, commissioning & trial run.
- 7.2 The supplier should indicate the total man-weeks of his engineers / technicians required for the installation, commissioning and trial run of the equipment.
- 7.3 The supplier shall provide time schedule for completion of the installation, commissioning and trial run of the equipment.
- 7.4 The supplier will ensure the standardization of pressure measuring devices (transducers) and DAQ (data acquisition system) before propellant testing with the supplied suitable standardization mechanism.
- 7.5 The supplier will ensure testing of at least 50 x propellant samples through CVT equipment.

8 Warranty Guarantee

- 8.1 The supplier will provide minimum 2-year warranty as per proforma attached Annex "C" against manufacturing defect (parts and labor inclusive) after successful testing and commissioning of the equipment. Supplier shall provide maintenance support after the warranty period for the repair and technical support at least for 2 years on requirement basis.
- 8.2 The supplier shall render Warranty / Guarantee certificate in duplicate to the Purchaser as soon as stores have been dispatched/delivered. This Warranty / Guarantee shall be binding on the Supplier for a period of 24 months reckoning from the date of successful installation, commissioning and trial run.
- 8.3 In case the stores on checking / test after receipt at Consignee's warehouse are found not conforming strictly to the relevant specification and other particulars are found damaged during transit, the Supplier shall immediately replace the rejected/damaged stores with acceptable stores, free of cost, and without any obligation to the Purchaser. Rejected / damaged stores shall be disposed off by the Supplier under his own arrangements.
- 8.4 The supplier shall warrant the good quality of all equipment supplied against all defects or failures due to faulty design, material, or workmanship.
- 8.5 The supplier shall also provide Guarantee for meeting the requisite qualitative parameters of the test samples. In case of any deficiency found during testing all related expenditure incurred during the erection / commission and trial run will be borne by the supplier.
- 8.6 The supplier shall guarantee the supply of spares for a period of 15 years from the date of delivery on as and when required basis after commissioning of the equipment.

9. COUNTRY OF ORIGIN

Europe, UK, Japan, China, South Korea, Turkey, Russia, Singapore, Indonesia, Thailand

NOTE:

POF shall deal with the supplier directly without involvement of any agents. The purchaser shall pay no agency commission.

**BANK GUARANTEE FOR PERFORMANCE ON
OR AS SUITABLE TO THE AMOUNT 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 Controller of Military Accounts POF Wah Cantt.

Sir,

1. Whereas your good self have entered into Contract No. _____
dated _____
with Messer _____
(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 goodself 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 to you unconditionally on demand and/or without any reference to our Customer an amount not exceeding the sum of Rs. _____

Rupees or FE (as applicable) _____ as would 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 two 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 of 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 b 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



WARRANTY / GUARANTEE CERTIFICATE

Firm's Name:-

Contract No:-

We hereby guarantee that the goods supplied against the above contract are in all respect in accordance with the relevant specification and term 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 limit and tolerance of specification requirements, are 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 24 month after the receipt of stores by the consignee/installation of the equipment.

Signature. _____

Name. _____

Status in the Firm. _____

Date. _____



**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC;
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICE AND WORKS**

M/s. ----- [The Seller /Supplier] I hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Seller/Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP, except that which has been expressly declared pursuant hereto.

[The Seller/Supplier] certified that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Not with standing any rights and remedies exercised by GoP in this regard, [the Seller/Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GOP.

SIGN _____

SEAL _____