



POF 1262
(FOREIGN SUPPLIES)

GOVERNMENT OF PAKISTAN
PAKISTAN ORDNANCE FACTORIES
TENDER ENQUIRY.

To

M/s

Dear Sirs,

Reference: TENDER ENQUIRY NO. **0367-SJL-FP-50**

DATED:**17-12-2021.**

You are requested to submit quotations for the items(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 **1200 hours** on **20-01-2022** and must reach this office on or before **1130** hour upto due date. 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: **0367-SJL-FP-50**

DATED:**17-12-2021.**

Tender to be opened on:**20-01-2022**

Address as follows:-

BID CENTRE ROOM #.1 ADJACENT TO RABTA HALL POF WAH CANTT

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

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, 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 F.O.B. 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 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 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, 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 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. **ACCPTANCE 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 contractors that submitted bids or proposals.

4.2 **PERFORMANCE BOND**

- (a) The successful bidders will provide Performance Bond at the rate upto 10% of F.O.B. value of contract in favour of the 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-4.2 (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 of particular store 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.

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 Dispatch 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 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 liable to be removed from the approved list.

Yours faithfully,

MANAGER-PURCHASE
for PAKISTAN ORDNANCE FACTORIES

Tele:

Fax:

E-MAIL ADDRESS: **mdsjl@pof.gov.pk**

PAKISTAN ORDNANCE FACTORIES

SCHEDULE TO TENDER NO. 0367-SJL-FP-50 DATED :17-12-2021 TO BE OPENED ON 20-01-2022.

(1) **FOR MATERIALS**

(1)	(2)	(3)	(4)	(5)	(6)
Item No.	Description with Specs. etc.	Unit	Qty	Price per Unit FOR <u>or</u> free <u>delivery</u> In Figures ! In Words	Delivery Date
1.	REFRACTORY RAMMING MASS PH 145 TEMP:1250 C.MAKE: CZECH REPUBLIC	KG	500		

(2) **Special Conditions.**

- A. 100 % PAYMENT WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF STORE AT POF SANJWAL THROUGH DIRECT REMITTANCE.
- B. ALL CHINESE AND HONG KONG FIRM'S ARE REQUIRED TO QUOTE IN CHINESE YUAN.

(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 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 _____
Dated _____

Signatures of the Tenderer _____
Name _____
Position _____
Address _____
Income Tax G.I.R.No. _____



POF 1262-A
(INDIGENOUS SUPPLIES)

To

GOVERNMENT OF PAKISTAN
PAKISTAN ORDNANCE FACTORIES
TENDER ENQUIRY

M/s

Dear Sirs,

Reference: **TENDER ENQUIRY NO. 0367-SJL-LP-50**

DATED: 17-12-2021

You are requested to submit quotations for the item(s) 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 **1200** hours on **20-01-2022** and must reach this office on or before **1130** Hours upto due date. 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: **0367-SJL-LP-50**

DATED:17-12-2021

Tender to be opened on **20-01-2022**

Address as follows:-

BID CENTRE ROOM #.1 ADJACENT TO RABTA HALL POF WAH CANTT.

- 1.3 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 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, 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:-

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 **POF SANJWAL 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 are required to sign annexure –A attached to this contract 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 contracts exceeding Pak. Rs.10.00 million (or its equivalent in foreign currency) in value.
Note:- Clause No. _____ are not applicable in this contract.
Please acknowledge receipt and return one copy of the Contract duly signed.
- 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 for Rs 500/- in favour of Managing Director POFs Sanjwal Cantt.

4.1 **TENDER SAMPLE**

Where required, offer must a company 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 2% (for registered firms) and 5% (for unregistered firms) of the quoted value should accompany the tender in the shape of Deposit At Call Receipt/Pay Order/Banker's cheque, from a scheduled Bank drawn in favour of General Manager PPC-POF SJL concerned purchase.

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. **ACCEPTANCE OF OFFERS**

6.1.1 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.

6.1.2 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.

6.1.3 Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors that submitted bids or proposals

6.2 **PERFORMANCE BOND**

(a) The successful bidders shall provide Performance bond at the rate, prescribed by POF Board according to the value of contract which shall not exceed 10% of contract value, in the form of a Deposit At Call Receipt from a scheduled Bank; or, an un-conditional Bank Guarantee valid for 12 months (03 months extendable to 12 months in case of cloth items required by Clothing Fy.) after receipt of store in POFs on a prescribed format. 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.

6.3 Performance Bond from State owned organizations may be waived off at the discretion of the Purchaser.

6.4 **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.

6.5 PAYMENT

- a. Payment will be made by the C.M.A(POF) through crossed cheque on receipt/acceptance of stores on our prescribed bill form supported by receipt voucher on part/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:

7. 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,

MANAGER-PURCHASE
for PAKISTAN ORDNANCE FACTORIES

Tele NO:

Fax NO:

E-MAIL ADDRESS: **mdsjl@pof.gov.pk.**

PAKISTAN ORDNANCE FACTORIES

SCHEDULE TO TENDER NO. **0367-SJL-LP-50 DATED: 17-12-2021 TO BE OPENED ON 20-01-2022.**

(1)	(2)	(3)	(4)	(5)	(6)
Item No.	Description with Specs. etc.	Unit	Qty	Price per Unit FOR <u>or</u> free <u>delivery</u> In Figures ! In Words	Delivery Date
1.	REFRACTORY RAMMING MASS PH 145 TEMP:1250 C.MAKE: CZECH REPUBLIC	KG	500		

2) **Special Conditions.**

- a. PPRA RULES 36 (B), SINGLE STAGE TWO ENVELOP PROCEDURE WILL BE FOLLOWED.AFTER TECHNICAL EVALUATION FINANCIAL PROPOSALS OF TECHNICALLY ACCEPTED BIDS WILL BE OPENED ONLY.
- b. TENDER FEE AND BID MONEY MUST BE ATTACHED WITH TECHNICAL OFFER AND COMMERCIAL OFFER RESPECTIVELY.TENDER RECEIVED WITHOUT TENDER FEE OR BID MONEY WILL BE CONSIDERED AS REJECTED.
- c. ALL THE SUPPLIERS ARE ADVISED TO CLEARLY MENTION THE POF REGISTRATION NUMBER IF REGISTER WITH POF .OTHERWISE IT WILL BE ASSUMED THAT SUPPLIER/FIRM IS NOT REGISTERED.
- d. RATES QUOTED SHOULD CLEARLY INDICATE INCLUSIVE OR EXCLUSIVE OF SALES TAX OTHERWISE IT WILL BE ASSUMED THAT RATES ARE INCLUSIVE OF SALES TAX.
- e. AMOUNT OF PERFORMANCE BOND AND OUTSTANDING PAYMENT OF BILL AGAINST OTHER CONTRACTS SHALL NOT BE TREATED AS BID MONEY ETC.
- f. ALL MANUFACTURERS OF TAXABLE GOODS AND IMPORTER ARE REQUIRED TO BE REGISTERED WITH THE SALES TAX DEPARTMENT AND TO ISSUE TAX INVOICES IN RESPECT OF ALL THEIR SALES AND THE ENTIRE SUPPLIER ARE ADVISED TO PROVIDE THE SALES TAX INVOICES WHENEVER THEY BUY TAXABLE GOODS FROM ANY MANUFACTURER/ IMPORTER. THE PRODUCTION OF THESE INVOICES MAY ALSO BE ATTACHED WHEN SUPPLIES ARE MADE BY SUPPLIER/ CONTRACTORS. IF A SUPPLIER CLAIMS THAT HE IS NEITHER AN IMPORTER NOR A MANUFACTURER AND NOT AUTHORISED TO ISSUE TAX INVOICES, THEN HE WILL PROVIDE SALES TAX INVOICES ISSUED BY THE CONCERNED REGISTERED IMPORTER/MANUFACTURER FROM WHOM SUCH SUPPLIER HAD PROCURED THE GOODS.
- g. STORE WILL BE INSPECTED BY MD POF SANJWAL OR HIS AUTHORISED REP .
- h. EXTENSION IN DELIVERY PERIOD WILL NOT BE GRANTED. IF EVER IT BECOMES NECESSARY THEN:-
 - i) GOVT IS NOT GOING TO PAY ANY TYPE OF TAXES/DUTIES WHICH WILL BE LEVIED DURING EXTENDED DELIVERY PERIOD.
 - ii) GOVT WOULD ALSO NOT REIMBURSE ANY INCREASE IN THE DUTIES/TAXES IF SO ENHANCED DURING THE EXTENDED DELIVERY PERIOD.
- i. OFFER SHOULD BE VALID FOR 90 DAYS ONLY.

(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-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 _____
Dated _____

Signatures of the Tenderer _____
Name _____
Position _____
Address _____
Income Tax G.I.R.No. _____

Bid Qualification Criteria - POF Sanjwal

1. Bids must reach in time as per TE opening date & time.
2. Bids money and Tender fee must be attached as mentioned in the TE.
3. Correct nomenclature of the offered goods, quantity, unit rate, drawing & specifications must be clearly mentioned.
4. Bid should be duly signed by the authorized person.
5. Company profile indicating vision, mission, establishment, business details, after sale service, financial health must be attached.
6. Detail of business with POF & POF registration certificate (copy) if registered & the Company / Firm is not in default against any contract with POF.
7. Detail of supply of similar goods to other customers.
8. Delivery period would be clearly mentioned.
9. Performance Bond / CDR (Bank Guaranty) submission confirmation would be mandatory.
10. Confirmation regarding settlement of inspection related issues with the respective inspection agency would have to be made.
11. Export license related a matter is the sole responsibility of supplier & it would not because of delay in execution of the contract. Confirmation to this effect has to be made.
12. Confirmation of acceptance of all terms & conditions mentioned in the TE.
13. Proof of ATL, NTN, Professional Tax Certificate & Certificate of registration with FBR.

Spare parts

The following must be attached with the bid:-

1. Confirmation is required that requirements of the needed part has been understood and its use & function is clear.
2. OEM of the part has been identified and genuine part would be supplied.
3. No problem regarding assembly and function would be faced.
4. No alteration in original design would be made.
5. Software would be compatible (if applicable).
6. If any problem is faced during assembly & testing, guidelines would be provided.
7. Backup support will be available.
8. Response time would be minimum.
9. Before despatch the parts would be inspected / tested & checked for its conformance to the requirements.
10. Test data of the OEM would be available on request.