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

Dear Sirs,

Reference: T.E # **Wah-1800-12-PVM-P-III-D.O (X)**, Dt. **07th January 2022**

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 **24th February 2022** and must reach as per address given below on or before **1030** 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: **Wah-1800-12- PVM-P-III-D.O (X)**

Tender to be opened on: **24th February 2022**

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 will 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 Case will be processed exactly as per **PPRA Rules 36(b)** in favour of most advantageous bid and single stage two envelope procedure will be utilized for open competitive bidding. The price should be filled in column 4 and delivery date in column 5 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 Machine, electric motors and related accessories, validity date, delivery schedule and signed undertaking given of 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 (In case of F.O.R basis).
- Part II **"COMMERCIAL OFFER"** It should indicate the commercial terms e.g. price, terms of payment, mode of payment, mode of supply.
The commercial offer shall include;
- a) Price of Machine & related accessories.
 - b) Price of documentation.
 - c) Item wise price of the spares.
 - d) Price of Pre-Shipment Inspection.
 - e) Total Price.

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 **120 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** or **F.O.B**:

a) **In case of F.O.R Basis Supply:**

- i. 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 Factory, POF WAH CANTT.**
In this case Octori duty will be payable by the supplier.
- ii. 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.
- iii. 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.
- iv. 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.
- v. Suppliers will render necessary information regarding hazardous effects on environment, of the materials/products supplied by them, in their quotations and shipping/dispatch documents.
- vi. 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.

- vii. Payment of duties/Taxes including professional tax (where applicable) must be supported by proof of having paid these to concern Govt. Taxation Deptt:
- viii. Date and Stamp of the Postal Order must be visible.
- ix. 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.
- x. Status of your firm with POF (Registered/Un-Registered) should be mentioned in your offer.
- xi. Registered firms are required to provide copy of valid registration letter with POF.
- xii.
 - a. Only registered suppliers (with Sales Tax & Income Tax deptt) who are on Active Taxpayers List (**ATL**) of FBR are eligible to supply goods/services to Govt. Deptts.
 - b. The payment to registered persons may be linked with the active taxpayer status of the suppliers as per **FBR** database. If any registered supplier is not in ATL his payment should be stopped till his mandatory returns and appears on **ATL of FBR**.
- xiii. **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.**
- xiv. **INSPECTION**
 - a) Supplies shall be subject to the inspection and acceptance by the competent inspection authority nominated by the Purchaser. Inspection facilities such as tools, test equipment, instruments etc. will be provided by the Suppliers in accordance with the relevant specifications.
 - b) 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.
- xv. **BID MONEY**
 - a) Bid Money at the rate of 02% (for registered firms with POF) and 05% (for unregistered firms) of the quoted value, should accompany the tender (with commercial offer) in the shape of Deposit At Call Receipt, from a scheduled Bank drawn in favour of:-

“Managing Director - Explosives”

Tenders received without / less Bid security will be rejected.

- b) 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.
- c) State owned organizations are not required to provide Bid Money.
- d) Intimation regarding submission of bid money must be endorsed in technical offer.

b) In case of F.O.B Basis Supply:

- i. 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.
- ii. 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.
- iii. Country of origin and port of shipment to be stated.
- iv. 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.
- v. Suppliers will render necessary information regarding hazardous effects on environment, of the materials/products supplied by them, in their quotations and shipping / Dispatch documents.
- vi. 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.

**vii. PRE-SHIPMENT INSPECTION (PSI) AND TRAINING
(In case of F.O.B Basis):**

- a. Pre-shipment Inspection and training team will be comprised of 02 members. Duration of PSI & Training shall be 05 working days (excluding journey period). All expenditures of the PSI & training team i.e. boarding, lodging, internal traveling & return air tickets for the visiting team will be borne by the SUPPLIER.
- b. Inspection facilities for Pulverizing Machine and related accessories such as tools, test equipment, instrument etc will be provided by supplier in accordance with the relevant specifications.
- c. The supplier will arrange Pre-shipment Inspection at their site / site of their sub contractors. PSI team will observe production at site at-least for five days.
- d. During this period, the seller will also train buyer team regarding operation and maintenance of the machine and related accessories.

3. ACCEPTANCE OF OFFERS

The purchaser 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. The purchaser shall incur no liability towards suppliers or contractors who have submitted bids or proposals.

4. PERFORMANCE BOND

4.1 On F.O.R Basis

- 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 un-conditional Bank Guarantee **valid for a period of 12 months after the successful final acceptance test of the Pulverizing Machine** in POFs on a prescribed format (**Annexure-C**). 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.
- c) In the event of unsatisfactory performance or any breach of the Contract, Bank Guarantee / Deposit at Call Receipt shall be forfeited by the BUYER. The Bank Guarantee / Deposit at Call Receipt will be returned to the SELLER by M.D-Explosives, POFs Wah Cantt on request after its expiry or after satisfactory performance of the contract whichever is earlier.

4.2 On F.O.B Basis

- a) The SELLER will provide a Bank Guarantee to the tune of 10% of FOB value of the contract on the prescribed performa attached as **Annexure 'C'** for satisfactory execution of the order. It shall be covered by any Scheduled Bank in Pakistan. The Bank Guarantee shall be endorsed in favour of CMA POFs Wah Cantt. The Bank Guarantee shall be furnished by the SELLER within **45 days** from the date of opening of letter of credit. The Bank Guarantee will be **valid for a period of 12 months after the successful final acceptance test of the store**. If the successful trial run is delayed, the SELLER shall arrange the extension of **Bank Guarantee within 30 days from the date** of amendment of L.C. If the Guarantee is not revalidated, the same is liable to be encashed by the CMA (POFs) Wah Cantt.
- b) If the SELLER fails to furnish the Bank Guarantee within specified period, the BUYER reserves the right to cancel the contract and has the right to purchase the stores at the risk and expenses of the SELLER.
- c) In the event of unsatisfactory performance or any breach of the Contract, Bank Guarantee shall be forfeited by the BUYER. The Bank Guarantee will be returned to the SELLER by M.D-Explosives, POFs Wah Cantt on request after its expiry or after satisfactory performance of the contract whichever is earlier.

5. **FAILURE TO SUPPLY STORES**

The specified delivery period (time and date of delivery / dispatch of stores) is the essence of the contract. All deliveries must be completed by the specified date(s). In failure to deliver stores within the scheduled time shall have arisen from "Force Majeure" which the Purchaser may admit as reasonable ground for further time, he will allow such additional time (without imposing liquidated demurrage) as he may consider to have been required by the circumstances of the case, of which he will be the sole judge and his decision will be final, otherwise he will be entitled at his option:

- a. "In case of unsupplied portion of the contract and unsatisfactory performance, the contract shall be rescinded by forfeiture of security and guarantee by the authority which approved award of the contract".
- b. "To recover liquidated damages when the government competent purchase officers on behalf of the government is satisfied that the failure to supply the stores within the scheduled delivery period has been for reason within the control of the suppliers and or if the government has suffered loss for reasons of belated delivery these liquidated damages if imposed will be recovered up to the rate of 02% but not less than 01% of the value of unsupplied quantity of the items per month or a part of a month for the period exceeding the original delivery period subject to the provision that the total liquidated damages thus leviable will be not exceed 10% of the total contract value of the particular stores which remained unsupplied either in part or in full."

OR

- c. To withhold any payment due to the supplier until the whole of the stores have been supplied and/ or to direct deduction or recover, where considered necessary.

OR

- d. To repurchase from elsewhere, at the risk and expense of the supplier, other articles of the same or similar description as he thinks fit to make good this default to the extent necessary, by canceling the contract, either wholly or for the unsupplied balance and with/ or without intimation to the supplier who shall be liable for any loss which the purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

6. **"FORCE MAJEURE"**

- 6.1 "Force Majeure" shall mean any event, Act / or other circumstances, not being an event, act or circumstances, under the control of the purchaser or of the supplier. The Supplier shall notify the Purchaser in writing of any such event within 15 days by Fax / Telex / Telegram of its commencement, which is relied upon by the supplier for its failure to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event. Non-availability of raw materials for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, shall not constitute "Force Majeure".

6.2 **FRUSTRATION**

If by reason of "Force Majeure" any consignment shall not be delivered by the due date, then the delivery period may be extended appropriately for the purpose provided the said consignment shall be ready within four calendar months of the stipulated delivery date. If the said consignment shall not be ready after the lapse of four calendar months as aforementioned, then the Purchaser shall have the right to cancel the contract informing the Supplier of the cancellation in writing. This, however, will not apply to consignments already accepted and delivered according to the terms of this contract. The Supplier will not be entitled to any compensation whatsoever as a result of this cancellation.

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 liable to be removed from the approved list.

Yours faithfully,



Muhammad Shafiq
Managing Director – Explosives Factory
for **PAKISTAN ORDNANCE FACTORIES**
Office Tel. # 0092-51-905529201,
FAX # 0092-51-9271400
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PAKISTAN ORDNANCE FACTORIES

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

Dated **07th January 2022** to be opened on **24th February 2022**

For Plant and Machinery

1	2	3	4		5
Item No	Description with Spec etc.	Qty (No)	Price		Delivery Date
			In Figures	In Words	
1.	Pulverizing Machine alongwith related accessories	01			
	(Technical Specification attached as Annexure "A")				
	• Price of documentation.				
	• Item wise price of the spares.				
	• Price of Pre-Shipment Inspection.				
	• Total Price.				

2 **Special Conditions and evaluation Criteria.**

- i) Chinese firms can quote in Chinese currency i.e. Yuan.
- ii) For comparison of bids quoted in different currencies, the price will be converted into single currency i.e. Pak Rupees
- iii) The rate of exchange shall be the selling rate prevailing on the opening of bids (notified by State Bank of Pakistan on that day).
- iv) Undertaking must be signed.
- v) Based upon the information being provided by the firms, only those firms will be awarded contract(s) who fulfill all the T.E. requirements.
- vi) Case will be processed and contract will be awarded to the firm(s) who will fulfill the evaluation criteria as **per PPRA Rules**.
- vii) Grand Total of offer must be mentioned in your quotation.

(3) **Undertaking**

Should our offer be accepted, we hereby undertake to supply the store/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 store/services elsewhere at our risk and cost.

Place _____

Date _____

Signature of the Tenderer

Name

Position

Address

Income Tax G.I.R No.

DETAILED SPECIFICATION OF PULVERIZING MACHINE

1. **NOMENCLATURE** Pulverizing Machine alongwith related accessories required for Pulverization of Potassium Nitrate (KNO₃).
2. **QUANTITY** 01 Off
3. **MAIN FEATURE OF EQUIPMENT**
 - 3.1 **General Requirement**

Explosives Factory intends to purchase Pulverizing machine alongwith feed crusher, screens and dust collection system for pulverization of Potassium Nitrate (KNO₃). The machine is required for smooth & safe pulverization process.
 - 3.2 **Capacity of Machine**

Pulverizing machine shall be capable to pulverize de-hydrated (moisture ≤ 0.02%) Potassium Nitrate (KNO₃) @150-180 Kg / hour.

Capacity = 1.2 M.Ton / 8 hours shift
3.6 M.Ton / day
720 M.T / Annum (@ 200 working days /Annum)
 - 3.3 **Raw Material**

Dehydrated (moisture ≤ 0.02%) and crushed / grinded Potassium Nitrate (KNO₃) passed from 25 mesh sieve (British Standard) will be used as feed for pulverization.
 - 3.4. **Product Quality**

Pulverized material shall completely i.e 100% pass through 200 mesh sieve (British Standard).
4. **DESCRIPTION OF THE PULVERIZING MACHINE**
 - 4.1 Machine shall be easily operate-able and equipped with all safety devices to pulverize the de-hydrated, heat & shock sensitive material Potassium Nitrate (KNO₃).
 - 4.2 Pulverizing screen shall be easily adjustable & replaceable.
 - 4.3 Machine shall be equipped with emergency stop system (inside and outside the building) to stop the machine immediately in case of an emergency.
 - 4.4 Machine shall be equipped with Pneumatic / Hydraulic system for feeding.
5. **SCOPE OF SUPPLY**
 - 5.1 **Hardware (Mechanical & Electrical)**

The following hardware shall be included in the supply;

 - i. Complete Pulverizing machine alongwith compatible electric motor including all process safety equipment.
 - ii. Machine shall have inbuilt dust collection system for maintaining safe & clean working environment in the room.
 - iii. Electric motors & starters with all essential protections.
 - iv. Perforated cable trays, power & control cables, suitable glands, thimbles and lugs etc with mounting accessories.
 - v. All Electrical equipment will be installed in hazardous area. Therefore, the same shall conform to Ex, Exi, minimum IP65.

- vi. All valves including reducing and relief valves, interconnecting piping, fitting, gaskets, couplings, bolts & nuts and flanges for all inputs and outputs within battery limit.
- vii. Consumable required during installation, commissioning and final acceptance test of the machine.

6. INSTRUMENTATION AND CONTROL SYSTEM:

- 6.1 Pulverizing machine shall be equipped comprehensively with measuring and control system to allow remote process control with record of all essential process parameters.
- 6.2 All instruments shall be Ex and or Exi and IP ratings minimum IP 67 with 4 – 20 mA with safety barriers are required.
- 6.3 Auto & manual control system to be adopted for the machine operation with complete control & command in both auto & manual modes.

7. TOOLS

01 Tool Kit comprising of all essential tools required for installation and future maintenance of mechanical, electrical and instrumental equipment.

8. SPARES:

8.1 Mechanical

- i. Two years essential spares including item wise detail must be included in the scope of supply.
- ii. Following spare parts must also be included in the scope of supply;

a.	screens	10 Nos
b.	Spare Hammers	01 No. against each installed

8.2. Instruments & Electrical

Electrical and instrument spares, at least one against each installed.

9. AVAILABLE UTILITIES AT SITE:

Following utilities are available at site:

- 9.1 Electricity 380 – 400 volts, 50Hz three phase.
- 9.2 Electricity 220 – 230 volts, 50Hz single phase.
- 9.3 Raw Water at 2 bar_g.
- 9.4 Steam at 4 bar_g.
- 9.5 Compressed Air 3 bar_g.

10. CLIMATIC CONDITIONS AT SITE:

- 10.1 Temperature
 - i. Winter = –3 to 20°C
 - ii. Summer = 30 to 50°C
- 10.2 Atmospheric relative humidity = 25 to 90%
- 10.3 Average annual rain fall = 450 mm
- 10.4 Altitude above sea level = 1504.50 Ft.
- 10.5 Earthquake Value = 7.5 on Richter scale

11. DOCUMENTATION

The supplier will furnish all relevant technical data and drawings (04 complete sets in English language) in hard and soft form of pulverizing machine & related accessories including following:

- 11.1 Detailed Drawings & Specifications.
- 11.2 P & I Drawings, Equipment Layout and Schematic Diagrams.
- 11.3 Process manuals for sequence wise start up, shut down & trouble shooting of the equipment and related accessories.
- 11.4 Complete layout showing electrical & safety installations.
- 11.5 Specifications of materials not included in the supplies but necessary for integration of the offered Pulverizing machine.
- 11.6 Maintenance and services manuals covering trouble shooting and schedule maintenance.
- 11.7 Complete safety manuals regarding operation & maintenance.
- 11.8 Configuration, programming and calibration manuals.
- 11.9 All programs and configurations fed to any instrument, VFD / soft starter and PLC will be supplied in soft and hard copy on Flash Drive / DVD with no restrictions.
- 11.10 All engineering details, data and tables involved in calibration and process calculations shall be provided.
- 11.11 Trouble shooting manuals for all instruments, electrical and mechanical equipment.
- 11.12 Civil construction drawings (workshop Drawings) required for building construction including Foundation Plans with Load Values for the equipment to be installed.

12. BATTERY LIMIT

Battery limit means one meter outside the wall of the building up to which the purchaser will provide the required utilities / services. The purchaser will ensure to terminate all pipes with flanges at Zero level of building.

13. ERECTION AND COMMISSIONING

- 13.1 The purchaser under the working supervision of the supplier's engineers / technicians shall install the Pulverizing machine and related accessories.
- 13.2 The Pulverizing machine alongwith related accessories will be commissioned by supplier's engineers. Purchaser shall provide the required number of operators / technicians for the commissioning.
- 13.3 The supplier has to indicate the total man-weeks of his engineers / technicians required for the erection, commissioning and trial run. Terms and conditions are to be stated clearly. All expenses including boarding, lodging, traveling and daily allowance of the supplier's engineers / technicians shall be borne by the supplier. However, local transport will be arranged by the purchaser.
- 13.4 The supplier shall provide the time schedule for successful completion of the project.
- 13.5 The supplier shall replenish the quantity of spares used during installation, commissioning and trial run.

14. FINAL ACCEPTANCE TEST (FAT)

- 14.1 The supplier shall provide guarantee for meeting quantity and quality of the finished product.
- 14.2 Purchaser will provide the required number of operators / technicians and raw materials required for final acceptance test.
- 14.3 Trial run of the Pulverizing machine will be considered successful if it produces requisite quality and quantity of product as per detail below:
- i. Satisfactory continuous Pulverization of 10 M.Ton of Potassium Nitrate (KNO₃):
Capacity = 150-180 Kg / hour.
1.2 M. Ton / 8 hours shift
3.6 M.Ton / day
720 M. Ton/annum (@ 200 working days /Annum
 - ii. Pulverized Potassium Nitrate (KNO₃) must pass through 200 mesh sieve (British Standard).
- 14.4 In case of any deficiency in terms of quality and quantity of product, all related expenditures to fulfill commitment shall be borne by the supplier. FAT will be carried out by purchaser personnel under the working supervision of seller.

15. TERMS OF PAYMENT:

Payment will be made as per following;

15.1 On F.O.R Basis Supply

- i. 20% advance against equal amount, unconditional and irrevocable bank guarantee valid till receipt of store at site.
- ii. 70% on successful commissioning of machine alongwith related accessories.
- iii. 10% on successful Final Acceptance Test of machine alongwith related accessories.

15.2 On F.O.B Basis Supply

- i. 20% advance against equal amount, unconditional and irrevocable bank guarantee valid till receipt of store at site.
- ii. 70% against presentation of shipping documents and acceptance certificate issued by PSI team.
- iii. 10% on successful Final Acceptance Test duly signed by the BUYER after the successful installation, commissioning & trial run of the store.
- iv. In case due to Covid-19 related travel restrictions, PSI is not materialized then option of 3rd Party Inspection would be considered.

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.

16. **Warranty Guarantee:**

- 16.1 The Pulverizing machine and related accessories shall be accepted on Supplier'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 in presence of supplier's rep (if desired by supplier) at their cost. The supplier shall render Warranty / Guarantee certificate in duplicate to the Purchaser on the enclosed Performa Annexure-'B' as soon as stores have been dispatched / delivered. This Warranty / Guarantee shall be binding on the Supplier for a period of 12 months reckoning from the date of successful final acceptance test of the Pulverizing machine and related accessories.
- 16.2 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.

17. **Reference List:**

The seller shall provide list of similar machines which has been provided to different customer across the world and are still in operational condition.

18. **Technical Support:**

The supplier shall confirm that after handing over of the Pulverizing Machine there shall be continuing technical support as and when required by the purchaser. In addition, the purchaser shall be kept informed regarding latest advancement in the related technology for further improvement in the process and operation of plant, for a period of 15 years, commencing from the date of acceptance.

19. **Export Permit**

Offers of only those firms will be entertained who will confirm the availability of export permit from their respective government.

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 and successful trial run of the Pulverizing Machine alongwith related accessories.

Signature _____
Name _____
Status in the Firm _____
Dated _____

**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