



POF 1262
(FOREIGN SUPPLIES)

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

To,

M/s _____

Dear Sirs,

Reference: **TENDER ENQUIRY NO. 5167-84-FP-CAPT-SJL DATED:08-01-2021**

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 **11-02-2021** at Room No. 01, Bid Center near Rabta Hall POF Wah Cantt and must reach this office on or before **1200 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: **5167-84-FP-CAPT-SJL**
Tender to be opened on: **11-02-2021**
Address as follows:- **ROOM NO. 01, BID CENTER NEAR RABTA HALL**
POF WAH CANTT

1.3 If envelope does not indicate reference of TE 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 bidders 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 TE form or offer received is not in conformity with the requirement of the TE, 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 TE.

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 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 favor 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**

All Bank charges incurred in Pakistan in connection with the establishment of LC will be borne by the Purchaser, whereas all Bank charges incurred in connection with drawing of payment including charges for confirmation of LC 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 Sales/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/stamped by the specified date, alongwith the specifications drawings etc. if any, enclosed herewith - even if you are unable to quote.

6. **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.

(Riaz Ul Haque)

Managing Director

For Pakistan Ordnance Factories

Tele:

E-mail: mdsjl@pof.gov.pk

Fax:

Cable:

SCHEDULE TO TENDER ENQUIRY NO.

5167-84-FP-CAPT-SJL

POF 1262

DATED: 08.01.2021

TO BE OPENED ON

11-02 -2021

Sr. No.	Description Of Store	A/U	Qty	Price Per Unit	Delivery Date/Period
01.	Procurement of Optical Brinell Hardness Testing machine (As per specification attached as Annex-A)	Off	01		

SPECIAL TERMS & CONDITIONS:

For Foreign Suppliers Only

- a. Payment would be released as per following:
 - i. **70% payment** will be released on submission of shipping documents.
 - ii. **30% payment** will be released after successful installation and commissioning and trial run at POF Sanjwal.
- b. All Chinese and Hong Kong firms are required to quote prices in Chinese Yuan

For Indigenous Suppliers Only:

- a. Any eligible indigenous bidder can offer on FOR basis.
- b. Tender Fee: tender must be accompanied by a non refundable fee by means of cross Pay order of Rs. 500/- in favor of MD POF Sanjwal.
- c. Bid Money: Bid Money @ of 2% for registered firms and 5% for unregistered firms of the quoted value in the form of CDR in favor of GM PPC POF Sanjwal.
- d. Tender received without tender fee and bid money shall be rejected.
- e. Only registered supplier with sales tax and income tax departments who are on active tax payers list (ATL) of FBR are eligible to participate in the bid.
- f. Photocopy of NTN & PTC certificates duly attested by Gazetted class-1 Officer must be attached with the bid.
- g. Rates & Taxes must be shown separately otherwise rate will be considered inclusive of taxes.
- h. Indigenous suppliers are required to quote their prices in PKR. 100% Payment will be made after acceptance of store at POF Sanjwal.

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 _____

Stamp _____

Signature of the Tenderer _____

Name _____

Position _____

Address _____

**PROCUREMENT OF HARDNESS TESTING MACHINE FOR SHELL 155MM HE,
155MM BB/HB AND OTHER CALIBERS**

1. **Nomenclature:**

Optical Brinell Hardness Testing machine for hardness testing of 155mm HE/BB, BT, BBRA and other calibers.

2. **Quantity:** 01 off

3. **Machine Features & Technical Requirements:**

i.	Standard method for Brinell testing	ASTM E-10 and E-103
ii.	Operation	Hydraulic
iii.	Load Selection (Kgf)	3000
iv.	Time-at-Load (sec)	0 - 60 Adjustable
v.	Vertical Capacities: <ul style="list-style-type: none"> • with Elevating Screw • without Elevating Screw 	100 to 250 mm 150 to 450 mm
vi.	Indenter Stroke	50 to 100 mm
vii.	Indenter	10mm Tungsten Carbide
viii.	Size of Testing table and gripping vice:	To Hold and Clamp the jobs as per following drawings; PDO/H/COM-949, PDO/H/COM-912, PDO/H/COM-938
ix.	Scale	HB30
x.	Display Console with a measuring system up to 0.01mm accuracy	
xi.	High and Low Tolerance Settings	
xii.	Test Result Memory for up to 1000 results	
xiii.	Motorized/Automatic Loading and unloading of specimen	

4. **Applicable Standards:**

- ASTM E-10
- ASTM E-103

5. **Accessories:**

- a. Grinder integrated with Hardness test machine for surface finish before indenting.
- b. Portable Brinell Scope of accuracy up to 0.01mm Qty 02 Nos.
- c. Testing Table and gripping vice for round jobs of dia 100mm to 175mm for different Calibers.
- d. Test Standard block /piece (HBW 10/3000) Qty 08 off.
 - 02x block/piece of standard hardness of 444 BHN
 - 02x block/piece of standard hardness of 285 BHN
 - 02x block/piece of standard hardness of 229 BHN
 - 02x block/piece of standard hardness of 385 BHN

6. **Spares:**
 - a. Two years essential maintenance and operation spares i.e. Carbide indenters, pneumatic /electromagnetic and hydraulic valves would be supplied.
 - b. Detail item wise list would also be provided.
 - c. Backup support for provisioning of spares for 15 x years is to be ensured.

7. **OEE:**

Operating overall efficiency of the hardness testing machine should be 85%.

8. **Safety:**
 - a. All Machinery should be equipped / provided with all safety gadgets / accessories according to latest safety standards.
 - b. Noise level: less than 85 db, for all the machinery.

9. **Misc:**
 - a. The machine should have environmental friendly systems.
 - b. System should be safe to handle spike and surge.(Transient)
 - c. A/Cs should be installed in panel/system (where necessary).

10. **Site Conditions & Available services:**
 - a. Temperature:
 - Winter = -5 to + 20 °C
 - Summer = 30 to 55 °C
 - b. Relative Humidity = 25 to 90%
 - c. Electricity 400 Volts, 50 Hz, Three Phases. } ± 05 % in normal conditions.
 - d. Electricity 220 Volts, 50 Hz, Single Phase. } ± 10 % in contingency conditions
 - e. Compressed air pressure 6 bar (Max)

11. **Backup Service Support:**

The supplier shall confirm that after handing over of the hardness testing machine there shall be backup support at least 15 years as & 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 production and operation of the hardness testing machine.

12. **Terms of Delivery & Packing:**

The hardness testing machine will be delivered as per following terms:

 - a. The delivery will be on C & F Karachi basis. Freight may be indicated.
 - b. Sea Worthy packing.
 - c. Marking and stencilling as per contractual terms and conditions.
 - d. Machine parts would be lettered in English and / or internationally recognized symbols.
 - e. Despatch Period of hardness testing machine would be provided by the supplier.

13. **Documentations & Literatures:**

Literature must be inclusive but not limited to:

 - a. 04 x sets of operating manuals
 - b. 04 x sets maintenance manuals
 - c. Details of electric schematics
 - d. PCBs
 - e. Brochures of the offered model

Training (On Site)

During stay on site at Purchaser's premises, the supplier's engineers shall train POF personnel at no additional cost in the field of machine setting, operating of machine, inspection, mechanical, electrical and electronics maintenance related to machine for satisfactory & safe use of hardness testing machine

14. Technical Support

The supplier shall confirm that after handing over of the hardness testing machine there shall be technical support for at least 15 years as and when required by the purchaser. In addition, the purchaser shall keep informed regarding latest advancement in the related technology for further improvement in the production and operations of the hardness testing machine.

Installation, Commissioning & Trial Run

- a. The hardness testing machine shall be installed by the supplier. Needed manpower and services will be provided by purchaser.
- b. The hardness testing machine shall be commissioned and trial run of the machine shall be carried out by supplier's engineer. Purchaser shall provide required number of operators and technicians for the installation and trial of the hardness testing machine.
- c. The supplier is to indicate the total man-weeks of his engineers / technicians required for installation, commissioning and trial of hardness testing machine. Terms and conditions are to be stated clearly. All expenses, including boarding & lodging, air travel and daily allowances of the engineers / technicians are to be borne by the supplier.
- d. Local transportation shall be arranged by the Purchaser. The supplier is to indicate the time schedule for the completion of the job.
- e. The oil, process lubricants (if any) and carbide indenters required 1st time for the hardness testing machine for one year shall be supplied by the supplier.

15. Final Acceptance Test (FAT)

- a. Final acceptance test will be performed at purchaser premises. This test will be carried out with the technical assistance of the supplier and will comprise successful hardness check on the test specimens and 155mm HE/BB & other calibers Shells.
- b. Machine will be trial run for 07 days. The input materials shall be supplied by Purchaser. Detail are as under;

Calibers	(Nos.)
120mm Mortar HE / 122mm HE	50
125mm HE	50
130mm / 155mm HE	50

- c. If the specified Trial run of the hardness testing machine is not achieved within stipulated period after the effective date of contract, the supplier experts will stay, at supplier cost till successful trial run.
- d. The Spares, Process lubricants and carbide indenters during trial run will be borne by the supplier. Delay penalty will also be imposed @ 2 % per month of contracted value for the delayed period of achievement of Trial run of the hardness testing machine beyond the schedule date of final acceptance and will be deducted from balance 30% payment connected with Trial run.

- e. In case, the hardness testing machine could not be commissioned by the OEM, the same will be commissioned by utilizing local available expertise at the risk and cost of the OEM.

16. **Acceptance of Offers:**

- a. The right to accept or reject any offer in full or in part is hereby reserved.

- b. **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 CMA (Store) POF Wah Cantt. 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 period of 24 months after the date of expiry of letter of Credit.

If the Performance Bond is not furnished within the a/m prescribed time, the Purchaser reserves the right to cancel the contract and has the right to take risk purchase action.

- c. **Payment Terms & Condition:**

- a. Payment will normally be made by means of irrevocable letter of credit. Unless otherwise stated 70% payment would be released on submission of despatch documents and equal amount of unconditional bank guarantee (BG) valid up to installation, commissioning & acceptance of Brinell Hardness machine. Remaining 30% payment will be released after satisfactory completion of trial run of the hardness testing machine at purchaser premises against the final acceptance test (FAT) certificate issued by the Purchaser.

- b. All Bank charges incurred in Pakistan in connection with the establishment of LC 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.

- d. **Arbitration:**

All matters of dispute or difference, except regarding rejection of stores by the inspector and/or cancellation of contract by the purchaser arising out of this agreement between the parties here to, the settlement of which is not otherwise specially provided for in this agreement, shall be referred for adjudication to two arbitrators, one to be named by each party, who before entering upon the reference shall appoint an umpire by mutual agreements, and if they do not agree a judge of superior court shall appoint the umpire, the arbitration proceedings shall be held in Pakistan under the Pakistan law. The arbitration awards shall be un-spoken.

17. **Warranty Guarantee:**

- a. The hardness testing machine and accessories shall be accepted on Supplier's Warranty / Guarantee with regard to quality and quantity subject to these being technically checked/tested 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 Preformed attached as **Annex 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 commissioning of the hardness testing machine.
- b. 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 by 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.

- c. The supplier shall warranty the good quality of all equipment supplied against all defects or failures due to faulty design, material, or workmanship. The supplier shall also provide Guarantee for meeting the requisite quality and quantity of products. In case of any deficiency in term of quality or quantity of products, all related expenditure to fulfill commitment shall be borne by the supplier.

WARRANTY/GUARANTEE CERTIFICATE

Firm's Name:

1. We hereby guarantee that the store/goods supplied against the 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 from the date of satisfactory completion of Trial Run.

Signature: _____

Name: _____

Status in firm: _____

Dated: _____

Capital Purchase

Special Points To be Considered While Preparing Commercial Bid

Commercial offers in the line with the following clarification would be considered acceptable otherwise the same will stand rejected.

- a. FOR/FOB & C&F Cost of Machine alongwith accessories etc.
- b. List & Cost of Tooling.
- c. List & Cost of Spare Parts for two years.
- d. Cost of Training & installation / Commissioning charges.
- e. Confirmation regarding terms of payment 70% against shipping documents & 30% after installation & successful commissioning at POF Sanjwal.
- f. Confirmation regarding obtaining of export permit.
- g. Confirmation regarding submission of 10% Performance Bond.