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

To,

Dear Sir,

Reference: T.E # **Wah-1800-12-KM-D.O(JBHC)** Dated **03<sup>rd</sup> June 2024**

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 **04<sup>th</sup> July 2024** 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-KM-D.O(JBHC)**

Tender to be opened on: **04<sup>th</sup> July 2024**

Address: - **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(d)** in favor of most advantageous bid and **two stage two envelope bidding procedure** will be utilized for open competitive bidding. The prices 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 Kneading Machines along with 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.

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 separate price of;

- i. Kneading Machines along with related accessories
- ii. Spares
- iii. Documentation
- iv. Erection, Commissioning & Final Acceptance Test
- v. 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, JBH COMPLEX, POF WAH CANTT.**

In this case Octroi 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. Depts.
  - 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 JBH COMPLEX POF Wah Cantt.**

**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.

c) **BID MONEY**

Bid Money at the rate mentioned bellow 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 - JBH Complex Wah**"

i.	Registered / indexed firm including Foreign firms	<b>02%</b> of quoted value subject to max ceiling of Rs. <b>0.50 M</b>
ii.	Registered / Un-indexed firms including Foreign firms	<b>03%</b> of quoted value subject to max ceiling of Rs. <b>0.75 M</b>
iii.	Unregistered firms including Foreign firms	<b>05%</b> of quoted value subject to max ceiling of Rs. <b>1.00 M</b>
iv.	Govt. Organization / production units / State Owned Enterprises / Welfare Projects of Svcs HQ	Rs. <b>0.50 M</b>
v.	Earnest Money will be returned to un successful (less first three lowest quote firms) bidders on opening of commercial offer	
vi.	Earnest / bid Money will be returned to successful bidder on submission of unconditional BG	
vii.	Provisional acceptance of bids if bid money deposited by the firms is lesser than the given amount, with the intimation to the bidding firms to deposit additional amount within 10 days of opening of bids. However, procurement process will continue.	
viii.	Tenders received without / less Bid security will be rejected.	
ix.	Intimation regarding submission of bid money must be endorsed in technical offer.	

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. **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.

5. **“FORCE MAJEURE”**

5.1 “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”.

5.2 **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.

6. **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, 

( Raheel Anjum )

**Managing Director – JBH Complex Wah  
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- KM-D.O(JBHC)**  
Dated **03<sup>rd</sup> June 2024** to be opened on **04<sup>th</sup> July 2024**  
**For Plant and Machinery**

1 Item No	2 Description with Spec etc.	3 Capacity	4 Price		5 Delivery Date
			In Figures	In Words	
1	Kneading Machines alongwith related Accessories	800 Liter / Machine			
	Price of Spares				
	Documentation				
	Erection, Commissioning & Final Acceptance Test				
	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
- viii) LOI (Letter of Intent) is the part of purchase procedure & will be considered as legal document.

**(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. \_\_\_\_\_

## **TECHNICAL SPECIFICATION**

1. **NOMENCLATURE** Kneading Machines alongwith related Accessories
2. **QUANTITY** 02 Nos.
3. **MAIN FEATURES OF EQUIPMENT**
- 3.1 **General Requirements**

JBH Complex requires to purchase Kneading Machines alongwith following for each machine;

- i. AC system
- ii. Fire detection & Sprinkler system
- iii. Auto humidification & control system
- iv. Safety Devices
- v. Control station
- vi. Driving Motors and all other essential accessories

### **3.2 Process Raw Materials:**

These machines are required for the mixing of different ingredients i.e. Nitrocellulose, Nitroglycerine and other additives using Ether and Alcohol as solvents for the manufacturing of Single Base Propellants

### **3.3 Capacity of Machine**

- i. Capacity = 800 Liters/Machine.
- ii. Kneading process shall be completed within 90 minutes (Maximum)
- iii. Supplier shall describe minimum loadable quantity.

## **4. DESCRIPTION OF THE MACHINES.**

### **4.1 Body of the Machine**

- i. Design of the machines should be explosion proof.
- ii. Material of construction of the kneading machines and related accessories shall be durable and compatible for kneading of different ingredients being used in the manufacturing of single and triple base propellants.
- iii. Each machine must be equipped with cooling jacket for the circulation of water to maintain the safe working temperature.
- iv. Lid of the machine along with proper sealing.
- v. The lid must be lifted straight up by means of counter poise weight or through any other suitable and safe mechanism.
- vi. Lids movement mechanism shall be synchronized with a butterfly valve on ether fumes suction line that automatically open and close with the up and down movement of the lid simultaneously.
- vii. Each kneading machine must be equipped with safe tilting mechanism for the offloading of the propellant dough.
- viii. Each kneading machine must have safe ether pouring points in machine along with devices/ guns.
- ix. Machines must be equipped with Ether fumes suction system to remove fumes from the machine & from the surrounding area of the room in which kneading machine is installed.
- x. Fumes suction system must have complete pipes network along with controlling valves & flame suppressing devices to avoid the flam spreading through the fumes suction line. Fume suction network of the machines will be connected with existing network of the plant.

#### **4.2. Mixing Blades**

- i. Each machine must be equipped with proper mixing blades made of Non-Ferrous material compatible for propellant manufacturing.
- ii. Mixing Blades should be derived by an electric motor through a gear box.
- iii. Speed of the mixing blades should be adjustable.
- iv. Mixing blades must have option for the movement in both directions i.e. clockwise & anti clockwise.
- v. Clearance between mixing blades and bottom surface of kneading machine shall be appropriate.
- vi. Shaft of the mixing blades must be provided with a shear pin as a safety against overloading.
- vii. Mixing blades driving motor will be installed in a separate motor room and shaft passing through the wall must be sealed against possible vapors leakage.

### **5. SCOPE OF SUPPLY**

#### **5.1 Hardware (Mechanical & Electrical)**

- i. Kneading machines complete in all respects alongwith compatible electric motors including all processes safety equipment.
- ii. Each kneading machine shall be equipped with ether pouring gun/nozzle with flow rate of zero to fifty (0-50 lit/min) liters per minute along with measuring gauge and filter.
- iii. All motors must be placed in a special motor room and the transmission is performed by means of shafts whose passages through the wall to kneading rooms are gas tight.
- iv. Kneading machines transmission must have breakers bolts for the safety of machine trough deformation.
- v. Complete AC System alongwith related accessories to maintain temperature  $\leq 25\text{ C}^\circ$  inside the room.
- vi. Auto humidity & control system to maintain humidity of the room  $\geq 55\%$ .
- vii. Fire detection and water sprinkler system with Fire Sensors, Manual Release and Alarm communication and Trip alarm, in the kneading machines rooms.
- viii. All Electrical equipment to be installed in hazardous area shall conform to Ex, Exi, explosion proof and minimum IP-65 protection.
- ix. Cables and accessories required for electrical/instrumentation installation.
- x. All valves, interconnecting piping, fitting, gaskets, couplings, bolts & nuts.
- xi. Consumables required during installation of machinery.
- xii. Flame proof cable for power, lighting & instrumentation along with mounting accessories.
- xiii. Flame proof lighting and accessories within the battery limit.
- xiv. Lightening protection and complete earthling system.
- xv. Process control with records of all the essential process parameters.
- xvi. Erection materials such as steel structure, anchors bolts for supporting entire machinery and its sub-units along with piping, fittings, valves etc.
- xvii. Any other special mechanical, electrical & instrument items which are not mentioned but essential for successful installation, commissioning and trial run must be included in the scope of supply.



**6. INSTRUMENTATION EQUIPMENT AND CONTROL SYSTEM:**

- i. Kneading machines shall be equipped comprehensively (where required) with measuring and control system to allow remote process control with record of all essential process parameters. The measuring and control instruments must be accompanied with master calibration equipment.
- ii. All instruments shall be Ex and or Exi and IP ratings minimum IP 67 with 4 – 20 mA signal.
- iii. Machines shall be operate-able through manual and semi automatic mode.
- iv. All operations shall be carried out from a separate control panel.
- v. Each Kneading machine shall be equipped with emergency stop system (inside and outside of rooms) to switch off machines immediately, in case of emergency

**7. SPARES:**

**7.1 Mechanical:**

Two years essential spares must be included in the scope of supply. Item wise detail alongwith price of each must be included in technical offer.

**7.2 Electrical & Instrument**

i.	Field devices including controllers, sensors push buttons, limit switches, proxy sensors, barriers, contactors and overloads installed in panels.	01 against each 03 installed
ii.	PCB for all control panels	01 against each installed
iii.	Fire detection, sprinkler with all type of sensors, controllers, PCBs, solenoid valves.	01 against each 02 installed

7.3 Backup support for provisioning of spares for 15 x years is to be ensured. On FOR basis the firm will provide authorize dealership certificate from the OEM as well as backup support for the 15 years.

**8. 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 each building.

**9. AVAILABLE UTILITIES AT SITE:**

Following utilities are available at site;

- i. Electricity 400 ±10% volts, 50Hz three phase.
- ii. Electricity 220 ±10% volts, 50Hz single phase.
- iii. Raw Water at 2 bar<sub>g</sub>.
- iv. Steam at 4 bar<sub>g</sub>.
- v. Compressed Air 3 bar<sub>g</sub>.
- vi. Cooling Water at Temperature 15 °C & Pressure 2 bar

**10. CLIMATIC CONDITIONS AT SITE:**

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

**11. DOCUMENTATION**

The supplier will be required to furnish all relevant technical data and drawings for design (4 sets in English language) in hard and soft form including the following:

- i. Detailed Drawings & Specifications.
- ii. P & I Drawings, Equipment Layout and Schematic Diagrams.
- iii. Process manuals for sequence wise start up, shut down & trouble shooting of the equipment and related accessories.
- iv. Complete layout showing electrical & safety installations.
- v. Maintenance and services manuals covering trouble shooting and schedule maintenance.
- vi. Complete safety manuals regarding operation & maintenance.
- vii. Configuration, programming and calibration manuals.
- viii. All programs and configurations fed to any instrument, VFD / soft starter and PLC shall be supplied in soft and hard form on Flash Drive / DVD with no restrictions.
- ix. All engineering details, data and tables involved in calibration and process calculations shall be provided.
- x. Trouble shooting manuals for all instruments, electrical and mechanical equipment.
- xi. Specifications of materials not included in the supplies but necessary for integration of the offered Kneading machines and related accessories.
- xii. Civil construction drawings (workshop Drawings) required for building construction including Foundation Plans with Load Values for the equipment to be installed.
- xiii. Detailed building layout for installation of the equipment keeping in view the requisite safety distance and explosives limits.

**12. INSPECTION (In case of F.O.R Basis)**

- i. 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.
- ii. 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.

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

- i. Pre-Shipment Inspection and training team will be comprised of 03 members. Duration of PSI & Training shall be 10 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 Buyer.
- ii. Inspection facilities for Kneading Machines and related accessories such as tools, test equipment, instrument etc will be provided by supplier in accordance with the relevant specifications.
- iii. The supplier will arrange Pre-Shipment Inspection at their site / site of their sub-contractors. The Pre-Shipment Inspection will take place in following manner;
  - i. The team will inspect the unit in respect of material of construction, electrical & instrumentation specifications, spares quality and quantity.
  - ii. Verification that the equipment conforms to the ordered specifications. The team will check the test certificates of the relevant items.
  - iii. Operation of the Kneading Machines with the relevant media.
- iv. During this period, the seller will also train buyer team regarding operation and maintenance of the Kneading Machines and related accessories

**14. TRAINING**

**On Site:** During the stay of supplier engineers at POF site for installation, commissioning and Trial run. They will also train the concerned maintenance, instrument, and production and quality control personnel of the purchaser.

Number of trainees = 10

Duration of training = 01 week

**15. ERECTION AND COMMISSIONING**

- i. The purchaser under the working supervision of the supplier's engineers / technicians shall erect the Kneading machines and related accessories.
- ii. The kneading machines will be commissioned by supplier's engineers. Purchaser shall provide the required number of operators / technicians and raw materials for the commissioning.
- iii. 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.
- iv. The supplier shall provide the time schedule for successful completion of the project.
- v. The Supplier shall replenish the quantity of spares used during installation, commissioning and trial run.

**16. FINAL ACCEPTANCE TEST (FAT)**

- i. The supplier shall provide the guarantee for meeting requisites propellants dough requirements. In case of any deficiency in terms of quantity & dough making process, all related expenditures to fulfill commitment shall be borne by the supplier.
- ii. Kneading machines will be accepted after confirmation of quantitative satisfaction as per clause # 3.3.
- iii. Purchaser shall provide the required number of operators / technicians and raw materials for undertaking final acceptance test.
- iv. Trial run of the kneading machines will be considered successful if it produces requisite quality and quantity minimum 5 M.Ton each machine.

**17. TERMS OF PAYMENT:**

Payment will be made as per following;

**a. F.O.R Basis Supply**

**100% payment** will be made after successful "**Final Acceptance Test**" of the store on full supply basis by the C.M.A (POF) through crossed cheque on our prescribed bill form supported by receipt voucher.

**b. F.O.B Basis Supply**

- 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 after the successful installation, commissioning & trial run of the store.

18. **TECHNICAL SUPPORT:**

The supplier shall confirm that after handing over of the kneading machines 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 the kneading machine alongwith related accessories for a period of 15 years, commencing from the date of acceptance.

19. **WARRANTY GUARANTEE:**

19.1 The kneading machines and 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 warehouse 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 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 final acceptance test of the plant.

19.2 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.

20. **PERFORMANCE BOND**

20.1 The SELLER will provide a Bank Guarantee to the tune of 10% of FOB value of the contract on the prescribed Performa for satisfactory execution of the order. It shall be covered by any Scheduled Bank in Pakistan. The Bank Guarantee shall be endorsed in favor 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 24 months after the successful final acceptance test of the plant**. 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.

20.2 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.

20.3 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-JBH Complex, POFs Wah Cantt on request after its expiry or after satisfactory performance of the contract whichever is earlier.

21. **EXPORT PERMIT**

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

22. **ORIGIN**

The machine will be accepted from European / Japan / American origin only.

23. **REFERENCE LIST**

The Seller shall provide list of similar kneading machines which has been provided to different customers which are still in operational condition.

**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 24 months reckoning from the date of successful Final Acceptance Test of the Kneading Machines & 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 24 months 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