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

To,

Dear Sir,

Reference: T.E # **Wah-1800-12-REF(CTF)-D.O(JBHC)** Dt. **01st April 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 **07th May 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-REF(CTF)-D.O(JBHC)**

Tender to be opened on: **07th May 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 "Cooling Tower Fan" 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.

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;

- a) Price of Cooling Tower Fan, Gear, Electric Motor & related accessories.
- b) Price of Documentation
- c) Item wise price of the Spares
- d) 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.**:

- 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. 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 JBH Complex POF Wah Cantt.**
- ix. **INSPECTION**
 - a) 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.
 - b) Inspection facilities such as tools, test equipment, instruments etc. will, however, be provided by the Suppliers in accordance with the relevant specifications.
 - c) The inspection will take place in following manner;
 - i) The team will inspect the Fan, Gear Box, Electric Motor in respect of material of construction, electrical & instrumentation specifications
 - ii) Spares quality and quantity
 - iii) Verification that the equipment conforms to the ordered specifications. The team will check the bill of details, assembly protocols and test certificates of the relevant items.
 - iv) Operation of the Fan & Gear Box / Motor.
 - v) Examination and testing would be carried out where feasible
 - vi) Certificate of quality and material specification will be provided during inspection of equipment

b) **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 POF WAH**"

i.	Registered / indexed firm including Foreign firms	02% of quoted value subject to max ceiling of Rs. 0.50 M
ii.	Registered / Un-indexed firms including Foreign firms	03% of quoted value subject to max ceiling of Rs. 0.75 M
iii.	Unregistered firms including Foreign firms	05% of quoted value subject to max ceiling of Rs. 1.00 M
iv.	Govt. Organization / production units / State Owned Enterprises / Welfare Projects of Svcs HQ	Rs. 0.50 M
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. **WARRANTY / GUARANTEE:**

- a. The store 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 prescribed 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 trial run** of the Cooling Tower Fan & Gear Box / Motor along with the related accessories.
- b. 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.

5. **PERFORMANCE BOND**

- 5.1 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 Cooling Tower Fan & Gear Box / Motor** 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.
- 5.2 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.
- 5.3 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-JBH Complex, POFs Wah Cantt on request after its expiry or after satisfactory performance of the contract whichever is earlier.

6. **PAYMENT**

100% payment will be made by the C.M.A(POF) through crossed cheque on receipt, commissioning and Final Acceptance Test of the Cooling Tower Fan, Gear Box & Motor on our prescribed bill form supported by receipt voucher on full supply basis.

7. **DOCUMENTATION**

The SELLER will provide technical documents (4 sets in English language) as per following;

- i. Operational, Maintenance & Safety Manual.
- ii. Complete dimensional / Assembly drawings
- iii. Spare parts catalogue

8. **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.

9. **“FORCE MAJEURE”**

9.1 “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”

9.2 **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

10. **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
for **PAKISTAN ORDNANCE FACTORIES**
Office Tel. # 0092-51-905529201,
FAX # 0092-51-9271400
E-mail: mdexp@pof.gov.pk

PAKISTAN ORDNANCE FACTORIES
JBH COMPLEX WAH

Schedule To Tender Enquiry No. **Wah-1800-12-REF(CTF)-D.O(JBHC)**
Dated **01st April 2024** to be opened on **07th May 2024**

For Plant and Machinery

1	2	3	4		5
Item No	Description with Spec etc.	Qty (Set)	Price		Delivery Date
			In Figures	In Words	
1	Cooling Tower Fan alongwith Gear Box & Motor Technical Specification attached as Annexure "A"	02			
	• Price of documentation				
	• Item wise price of the spares				
	• Total Price				

2. **SPECIAL CONDITIONS AND EVALUATION CRITERIA**

- i) Undertaking must be signed.
- ii) Based upon the information being provided by the firms, only those firms will be awarded contract(s) who fulfill all the T.E. requirements.
- iii) Case will be processed and contract will be awarded to the firm(s) who will fulfill the evaluation criteria as **per PPRA Rules**.
- iv) Grand Total of offer must be mentioned in your quotation
- v) LOI (Letter of Intent) is the part of purchase procedure & will be considered as legal document.
- vi) The Seller shall provide list of similar Cooling Tower Fan / Gear Box / Motor which have been provided to different customers and which are still in operational condition. The said list shall explicitly mention Make, Model and country of origin of the said fans.

(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 _____

Signature of the Tenderer

Date _____

Name

Position

Address

Income Tax G.I.R No.

ANNEXURE-A

COOLING TOWER FAN ALONGWITH GEAR BOX & MOTOR,
Qty. 02 Sets

DESCRIPTION

Fan dia : 14 Ft
Gear Box Ration : 42/5
Gear Box Center Shaft dia : 7"
Warm wheel : ALS – 22 – LS – 18ACD
Warm Shaft : MJT – 2
Electric Motor : 22.5 HP Explosion Proof
Speed : 1470 RPM

02 x Set

SPARES:-

- (i) Fan blade one set
- (ii) Shaft with coupling one set

Gear Box = Qty 01 No

Annexure – “B”

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 reckoning from the date of successful Final Acceptance Test of the Cooling Tower Fan, Gear Box & Motor.

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