



(PAKISTAN)

**Government of Pakistan
PAKISTAN ORDNANCE FACTORIES
TENDER ENQUIRY**

To

Dear Sir,

Reference: TENDER ENQUIRY NO. **039-LP-47-PUR-CLO**. DATED **10-11-2017**.

You are requested to submit sealed quotations for the item (s) noted in the Schedule to the Tender Offer should be sent duly sealed in an envelope. Please note the following instructions for filling the tender:-

1. SUBMISSION OF TENDER

1.1 Tender will be opened at 1230 hours on **05-12-2017** and must reach this office on or before 1200 hours on 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: **039 -LP-47-PUR-CLO.**

Tender to be **opened on: 05-12-2017**

Address as follows:-

GENERAL MANAGER
CLOTHING FACTORY
POF WAH CANTT

1.3 If envelope do not indicate reference of T.E or received late the same may be returned un-opened.

2. GENERAL INSTRUCTIONS REGARDING PREPARATION OF QUOTATIONS.

2.1 For materials, the prices should be filled in column 5 and delivery date in column 6 of the schedule to this Tender Enquiry. The undertaking should be signed at the bottom of the schedule which shall form the quotation. You may use a separate sheet if necessary.

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.

Cont...

Part II “Commercial Offer”: It should indicate the commercial term 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”.

- 2.2 The quotation must remain valid for, at least 90 days from the date of opening of tenders.
- 2.3 The quotation should hold good for any reduced or enhanced quantities without notice.
- 2.4 Conditional offers or alternative offers are likely to be ignored.
- 2.5 Quotations should be based on:-

FREE delivery at POFs stores at **CLOTHING FACTORY POF WAH CANTT**

In this case octroi duty if any will be payable by the supplier.

- 2.6 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. Offers without these clarifications and inclusive of Taxes and Duties may be ignored.
 - 2.7 Taxes and duties levied on or after Tender opening date or on or after the date offer was signed and dispatched will be allowed to include in the offered rates.
 - 2.8 “Suppliers will furnish a certificate, issued by Excise & Taxation deptt., that he has cleared all professional Tax payable by him” offers received without this certificate will be rejected.
 - 2.9 Supplier will tender necessary information regarding hazardous effects on environment, of the materials/products supplied by them, in their quotations and shipping/dispatch documents.
 - 2.10 If the requisite information is not furnished on the T.E. forms or offer received is not in conformity with the requirement of T.E. such offer shall be ignored.
3. **INSPECTION**
- 3.1 Supplies shall be subject to the inspection and acceptance by the competent inspection authority nominated by the Purchaser, who will arrange it at his own cost. Inspection facilities such as tools, test equipment, instruments etc will, however, be provided by the suppliers in accordance with the relevant specifications.
 - 3.2 Where considered necessary by the Purchaser, the 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.

Cont...

4. **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 G.M-Clothing Factory** POFs Wah Cantt.

- 4.1 Where required, offer must accompany tender sample, strictly according to the description and specification given in Tender Enquiry. Offer not accompanied by tender sample will NOT be entertained excepting the established and reputable firms who have either previously satisfactorily supplied the same or similar stores or have submitted on acceptable sample there of against previous T.E.

5. **BID MONEY**

- 5.1 Bid Money at the rate of 2% (for registered firms) and 5% (for unregistered firms) of the quoted value, should accompany the tender in the shape of Deposit at Call Receipt, from a scheduled Bank drawn in favour of:-

G.M-CLOTHING FACTORY POF WAH CANTT.

Tenders received without Bid Money will be rejected.

- 5.2 Bid Money of the unsuccessful Tenderers will be returned as soon as the scrutiny of the tenders is completed. Bid Money of the successful Tenderers will be retained until the contract is finalized. Bid Money will be forfeited in case the quotation is withdrawn before the expiry of its validity date.

- 5.3 State owned organizations are not required to provide Bid Money.

6. 6.1 **PERFORMANCE BOND**

(a) The successful bidders shall provide performance bond at the rate, prescribed by POF Board according to the value of contract, in the form of deposit at Call Receipt from a scheduled Bank; or, an un-conditional Bank Guarantee valid for 12 months (03 months extendable to 12 months in case of cloth items required by Clothing Fy.) after receipt of store in POFs on a prescribed format. The performance Bond will be in favour of C.M.A POF Wah Cantt. It will be returned on satisfactory completion of 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.

Cont...

6.2 **Performance Bond** from state owned organizations may be waived off at the discretion of the purchaser.

6.3 **FAILURE TO SUPPLY THE STORES**

All deliveries must be completed by the specified date. If the failure to delivery the stores within the scheduled time should have arisen from "Force Majeure", which the stores within 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 up to 2% but not less than 1% of the contract price of the items and their quantities for each and every month or part of a month, beyond the specified delivery date, during which these may not be delivered, subject to a maximum of 10% of the total contract value of the particular store which remained unsupplied either in part or in full; or, to purchase from elsewhere, the un-supplied stores at the risk and cost of the supplier.

6.4. **PAYMENT**

Payment will be made by the C.M.A. (POF) through crossed Cheque or receipt/acceptance of stores on our prescribed bill form supported by receipt voucher on part/full supply basis.

6.5(a) Payment of duties/Taxes including professional Tax (where applicable) must be supported by proof of having paid these to concerned Govt. Taxation Deptt:

7. **SECURITY OF INFORMATION**

The tenderer and his employees must not communicate any information relating to the sale/purchase of stores under this enquiry to any person other than the manufacturer or to any press or agent not authorized in writing by POFs to receive it.

Please return the schedule to the Tender duly signed by the specified date, along with the specifications, drawings etc. If any, enclosed herewith-even if you are unable to quote.

WARNING In case the firm abstain from making offers or fail to return/acknowledge the tender form by the specified date on three consecutive occasions, no further tender enquiry may be issued to them and their names would be liable to remove from approved list.

Yours Faithfully,

**General Manager
Clothing Factory
For PAKISTAN ORDNANCE FACTORIES
E-mail gmclothing@pof.gov.pk
Tele 0519055/22059-60
Fax 0519271400**

Cont...

PAKISTAN ORDNANCE FACTORIES

SCHEDULE TO TENDER NO. 039-LP-47-PUR-CLO, DATED 10-11-2017.

(1) FOR MATERIALS.

Description of store with specification. Part/Catalogue/Spec. Drawing Ref No.	A/U	Qty	Price Per Unit For or free delivery		Delivery Date
			In Figures	In words	Within 02 months after issue of LOI/Contract
Cloth 500D 100% Nylon Air Texture 6 Cordura Blue Width 1.52 Meter. As per Clothing Technical Data.	Mtr	3260			

(2) Special Conditions:-

- i) **Inspection Authority is DQA or his authorized Rep.**
- ii) **The payment of sales tax is mandatory. Rate shall be quoted showing elements of sales tax separately, failing which offer will be liable to be rejected.**
- iii) **Copy of sales tax registration duly attested must be attached with quotation, if already not provided; failing which offer will be liable to be rejected.**
- iv) **Packing and Marking will be done by supplier as per specification and latest packing instruction issued by inspection authority.**
- v) **All terms and conditions of T.E format will be a part of contract.**
- vi) **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 Govern departments.**
- vii) **The payment to the registered persons will be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment will be stopped till he files his mandatory returns and appears on ATL of FBR.**

(3) Undertaking

Should our offer be accepted, we hereby undertake to supply the stores/render the services contracted on the basis of General Conditions of Contract embodied in Form POF 1281, and to deposit the performance bond within the prescribed time, failing which it will constitute a breach of contracts, and POF will have the right to purchase the stores/services elsewhere at our risk and cost.

Place _____ Signature of the Tenderer _____

Date _____ Name _____

_____ Position _____

_____ Address _____

Income Tax G.I.R. No. _____

Official Stamp _____

T.E NO.039-LP-47-PUR-CLO, DATED. 10-11-2017.
DECLARATON OF FES, COMMISSIONS AND BROKERAGE ETC
PAYABLE BY THE SUPPLIERS OF GOODS SERVICES & WORKS

M/s-----

(The seller/supplier) hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, (the seller/supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation to benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

(The Seller/Supplier) certifies that is has made and will make full disclosure of all agreements and arrangements with all persons in respect of related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Accepts full responsibility and strict liability for making any false declaration. Not making full disclosure, misrepresenting facts or taking any action likely to defeat the propose of this declaration representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, (The Seller/Supplier) agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (The Seller/Supplier) as aforesaid for the purpose of obtaining including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form From GoP.

Signature: - _____
Name: - _____
Status in the firm: - _____
Dated: - _____