



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

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Ref'nce: TENDER ENQUIRY NO. 0002/FP/FILL-MC/49/PUR-FILL, DATED 11.06.2018.

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 1200 hours on 14.07.2018.  
**and must reach this office on or before 1200 hour upto due date.** The tender received late will not be entertained.

1.2 Only one tender should be included in one envelope. The outside of the envelope should be inscribed with:-

Tender Enquiry No: 0002/FP/FILL-MC/49/PUR-FILL, DATED 11.06.2018.

Tender to be opened on: **14.07.2018**

Address as follows:

MANAGING DIRECTOR – FILLING FACTORY, POF WAH CANTT (PAKISTAN)

1.3 If envelope does not indicate reference of T.Es or received late the same will be returned unopened. Bids through e-mail / Fax are not allowed in accordance with PPRA rules 2004 (Rule-22)

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.

**Contd. P/2**

**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, no intimation will be given to the TENDERER.
- 2.6 Conditional offers or alternative offers are will 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.

### 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 equipments, 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 T.E.

### 4. **ACCEPTANCE OF OFFERS**

- 4.1 POF ( Filling Factory ) reserves the rights to reject all the bids or proposals at any time prior to the acceptance of bid / proposal. However, Filling Factory may communicate to any supplier or contractor, who submitted a bid or proposal, the grounds for its rejection, but is not required to justify those grounds.

### 4.2. **PERFORMANCE BOND**

- (a) The successful bidders will provide Performance Bond at the rate of 10% of total value of contract in favour of the Controller of Military Accounts, CMA (POFs) Store Section, 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 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 BG.

**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 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**

a) Payment will normally be made by means of irrevocable Letter of Credit. Unless otherwise stated 90% payment will be released on submission of Dispatch documents to Bank while balance 10% payment will be released on receipt and acceptance of store by the consignee.

b) All Bank charges incurred in Pakistan in connection with the establishment of L.C. will be borne by the Purchaser, whereas all Bank charges incurred in connection with drawing of payment including charges for confirmation of L.C. by the advising Bank/Foreign Bank will be borne by the Supplier.

#### 5. **SECURITY OF INFORMATION**

9.1 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,

MANAGER – PURCHASE – FILLING  
for PAKISTAN ORDNANCE FACTORIES

**PAKISTAN ORDNANCE FACTORIES Wah Cantt**  
**(FOREIGN SUPPLIES)**

**SCHEDULE OF STORE TO BE SUPPLIED AGAINST T.E. NO. 0002 -FP-FILL-MC -49 -PUR-FILL,**  
**DT. 11.06.2018**

ITEM NO.	DESCRIPTION OF STORE	UNIT	QTY	PRICE PER UNIT FREE DELIVERY		DELIVERY DATE
				IN WORDS	IN FIGURE	
01	Filled Fuze HE-I for 37 mm Anti Aircraft Ammo Drg No WC-428 A (code No. 0)	No	192,500			04 MONTHS

**1. SPECIAL CONDITIONS:**

- i) Quotation must remain valid at least for 90 days from date of opening and should hold good for any reduced or enhanced quantity.
- ii) Offer should be strictly as per our required specification. Conditional / alternative offer will be ignored.
- iii) Offer should be followed by proper and original performa invoice.
- iv) Offer should clearly indicate the country of origin and port of shipment.
- v) If your offer is accepted and contact is placed on your firm, you will have to furnish a Performance Bank Guarantee equal to 10% of total value of contract from a scheduled bank of Pakistan, if total value of contract exceeds US\$ 50,000.
- vi) An assurance in your offer will be required that you have export license from your government for export of tendered store.
- vii) Any quantity of store, if found defective functionally will essentially be replaced by the supplier free of cost under his own arrangements.
- viii) The store must be protected adequately and appropriately against damages from environmental effects, water or other substances during journey/transportation to withstand the rough handling involved in the transit and provide preservation of store while held in the storage by the supplier.
- ix) Moreover, all the terms and conditions given in T.E general instructions Performa form POF 1262 (foreign supplies) must be accepted.
- x) Store will be procured under PATLO inspection cover alongwith 02 rep of POF user . Please also confirm the free air passage, boarding, lodging arrangements and 30% DA of the 02 members of PSI Team without extra cost.
- xi) No fax or e-mail offer will be accepted

**2. UNDERTAKING**

Should our offer be accepted we hereby undertake to supply the stores/render the services contracted on the basis of conditions of contract embodied in form P.O.F.-1280 and to deposit the performance bond within the prescribed time, failing which it will constitute a breach of contract. and P.O.F. will have the right to purchase the stores/services elsewhere at our risk and cost.

PLACE.....  
 DATED.....

SIGNATURE OF THE TENDERER  
 NAME:.....  
 POSITION.....  
 INCOME TAX G.I.R. NO.....