



GOVERNMENT OF PAKISTAN  
PAKISTAN ORDNANCE FACTORIES  
TENDER ENQUIRY

To,

Dear Sirs,

Reference: Tender Enquiry Wah-1800-12-NGDL-FP-D.O (X) Dated 17<sup>th</sup> February 2018.

You are requested to submit quotation for the items 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 1230 hours on 10<sup>th</sup> April 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: Wah-1800-12-NGDL-FP-D.O (X)
  - Tender to be opened on: 10<sup>th</sup> April 2018
  - Address as follows: - **Managing Director  
Explosives Factory  
POF Wah Cantt Pakistan.**
- 1.3 If envelope does not indicate reference of T.Es or received late the same may be returned un-opened.

2. **GENERAL INSTRUCTIONS REGARDING PREPARATION OF QUOTATIONS:**

- 2.1 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 Narrow Gauge Locomotive, along with all essential accessories; 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.

The commercial offer shall include;

- Price of Narrow Gauge Locomotive & related accessories.
- Price of documentation.
- Item wise price of the spares.

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 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.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 T.E form or offer received is not in conformity with the requirement of the 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, 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. WARRANTY/GUARANTEE:

a. The machine 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 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 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 installation, commissioning & successful trial run.

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.

#### 3.4 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. PRE-SHIPMENT INSPECTION AND TRAINING:

The store shall be new and shall conform to the requisite specifications. The Seller will arrange Pre Shipment Inspection (PSI) and Training at its premises for the BUYER's team. The Buyer PSI and training team will consist of two members. The duration of PSI and training will be five working days. All expenditures of the PSI and training team i.e. boarding, lodging, internal traveling return air tickets and daily allowances @ 30% of the admissible amount for the visiting team will be borne by the SELLER.

### 5. 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.

6. **PERFORMANCE BOND:**

- 6.1 The SELLER will provide a Bank Guarantee to the tune of 10% of FOB value of the contract on the prescribed Performa attached as Annexure 'C' for satisfactory execution of the order. It shall be covered by any Scheduled Bank in Pakistan. The Bank Guarantee shall be endorsed in favour 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 12 months after the successful final acceptance test of the store**. 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.
- 6.2 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.
- 6.3 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-Explosives, POFs Wah Cantt on request after its expiry or after satisfactory performance of the contract whichever is earlier.

7. **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.

8. **TERMS OF PAYMENT:**

The mode of payment will be as under;

- 80% payment will be released against presentation of shipping documents and acceptance certificate issued by PSI team.
- Balance 20% payment will be released against the Final Acceptance Certificate, duly signed by the BUYER after the successful trial run of the store.

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.

9. **DOCUMENTATION**

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

- 3.1 Operation and Maintenance manuals.
- 3.2 Detailed Drawings & Specifications.
- 3.3 Safety instructions for smooth and safe operation of the Narrow Gauge locomotive.
- 3.4 Spare parts catalogue.

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,



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

**PAKISTAN ORDNANCE FACTORIES**

Schedule To Tender Enquiry No. **Wah-1800-12- NGDL-FP-D.O (X)**

Dated **17<sup>th</sup> February 2018** to be opened on **10<sup>th</sup> April 2018**.

1) **Plant & Machinery: -**

Procurement of following Machine:-

Description	Qty.
Narrow Gauge Diesel Locomotive alongwith related accessories (as per Annexure "A").	02 Nos

2) **Special Condition:-**

- i) The store must be protected adequately and appropriately to the mode of dispatch against damage from environmental effects, water or other substances during the sea voyage and overland journey to withstand the rough handling involved in transit and provide proper preservation of materials while held in storage by the consignee.
- ii) **EXPORT PERMIT**  
Offers of only those firms will be entertained who will confirm the availability export permit from their respective government.
- iii) **REFERENCE LIST**  
The Seller shall provide list of similar narrow gauge locomotive which has 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 machines.
- iv) **FINAL ACCEPTANCE TEST (FAT)**  
Trial run of the store will be based on successful operation of 96 working hours at the specified parameters. In case of any deficiency & discrepancy, all related expenditures to fulfill the commitment shall be borne by the seller without any obligation to the Buyer.
- v) **TECHNICAL SUPPORT:**  
The SELLER is obliged to provide that after Final Acceptance Test (FAT) of the contracted store, there shall be continuing technical support as and when required by the BUYER. IN addition, the BUYER shall be kept informed regarding latest advancement in the related technology for further improvement in the process for a period of 15 years, commencing from the date of Final Acceptance Test.

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 1282, 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 \_\_\_\_\_

Signature of the Tenderer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Income Tax G.I.R.No. \_\_\_\_\_

**DETAILED SPECIFICATION OF NARROW GAUGE  
LOCOMOTIVE, QTY. 02 NOS**

**1. DESCRIPTION:**

Narrow Gauge locomotive alongwith related accessories.

- Rail Gauge        2 feet

**1.1. Engine:**

- Type:                Water cooled diesel /petrol engine
- Output              30-35 Kilowatt at 2000 Rpm
- Exhaust             Fitted with spark catcher & silencer

**1.2. Transmission:**

- 03 Forward & 03 Reverse
- Speed: (3-5) Km/h, (6-8) Km/h, (13-15) Km/h, in both driving direction.

**1.3. Frame:**

Heavy duty steel plate.

**1.4. Buffer & Coupling:**

Locomotive should be equipped with cast iron buffer with Shoulder pin and coupling.

**1.5. Wheels:**

Aluminum Bronze/non sparking (non-ferrous): 04 Nos

**1.6. Accessories:**

- |   |         |
|---|---------|
| 1.6.1 Mechanical brake                    | 01 set  |
| 1.6.2 Sanding Device                      | 01 set  |
| 1.6.3 Self Starter                        | 01 set  |
| 1.6.4 Signal Horn                         | 01 set  |
| 1.6.5 Standard set of tools               | 01 set  |
| 1.6.6 Head Lamp on each end of locomotive | 01 set  |
| 1.6.7 Spark catcher                       | 01 unit |
| 1.6.8 Firefighting equipment              | 01 unit |

**2. SPARES FOR EACH LOCOMOTIVE:**

02 years recommended spares including the following;

- |                            |         |
|----------------------------|---------|
| 2.1 Fuel Injection nozzles | 03 Nos. |
| 2.2 Fuel Filter            | 02 Nos. |
| 2.3 Lubrication oil Filter | 02 Nos. |
| 2.4 Brake Block            | 08 Nos. |
| 2.5 Wheels                 | 02 Nos. |
| 2.6 Flexible main coupling | 01 No.  |

**3. COUNTRY OF ORIGIN**

USA / UK/ JAPAN / European Union

**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 after the receipt Installation, successful commissioning and trial run of the machine.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Status in the Firm \_\_\_\_\_

Dated \_\_\_\_\_



Annexure-C

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