

POF 1262 (FOREIGN SUPPLIES)

GOVERNMENT OF PAKISTAN PAKISTAN ORDNANCE FACTORIES TENDER ENQUIRY

To

Dear Sirs.

Reference: Tender Enquiry NO. <u>0019/GDL/FP/52</u> DATED <u>06.10.2021</u>
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 11:00 hours on **12-NOV-2021** at Bidding Centre adjacent to Rabita Hall, POF Wah Cantt and must reach on at below mentioned address before **30 minutes** before opening time. The tenders 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: 0019/GDL/FP/52, Tender to be opened on: 12-NOV-2021.

Address as follows:-

INCHARGE BID CENTRE
ADJACENT TO RABITA HALL
CR-SECTION C-04 POF WAH CANTT

1.3 If envelop do not indicate reference of TEs or received late, the same will be returned un-opened.

2. <u>GENERAL INSTRUCTIONS REGARDING PREPARATION OF QUOTATIONS & Evaluation Criteria</u>

Case would be processed as per PPRA Rules and contract would be awarded to most Advantageous Bidder.

- For materials, the prices should be filled in column 5 and delivery date in column 6 of the schedule to this Tender Enquire. 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 literature / brochures of the offered plant, machinery & equipment, validity date, delivery schedule and signed undertaking given on the schedule to this tender enquiry. It must not indicate price, costs etc. Country of origin should be clearly mentioned.

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" & Part-II "Commercial Quotation with price".

- 2.3 The quotation must remain valid for, at least 90 days from the date of commercial opening of tenders.
- 2.4 The quotation should hold good for any reduced quantities without notice.
- 2.5 In the event of non-acceptance of offer, no intimation will be given to the Tenders.
- 2.6 Conditional offers or alternative offers are likely to be ignored.
- 2.7 Quotations should be based on FOB. 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 Supplier will render necessary information regarding hazardous effects on environment, of the materials/products supplied by them along with shipping/dispatch documents.
- 2.11 The supplier will furnish a declaration regarding Fees, Commission & Brokerage etc payable by the firm along with shipping documents.
- 2.12 If the requisite information is not furnished on the TE form or offer received is not in conformity with the requirement of the TE each offer should be ignored.

3. **INSPEC**TION

- 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
- 3.2 Where consider necessary by the purchaser, the store may be obtained on Warranty / Guarantee subject to inspection on receipt. Rejected store will be removed and replaced with the acceptable stores by the suppliers at his own expense, within a specified time.

3.3 **TENDER SAMPLE**

Where required, offer must accompany tender sample, strictly accordingly to the description & 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 satisfactory supplied the same or similar stores or have submitted an acceptable sample thereof against previous TE.

4. **ACCEPTANCE OF OFFERS**

4.1 The right to accept or reject any offer in full or in part is hereby reserved. However, rejection grounds shall be intimated to the bidder.

4.2 **PERFORMANCE BOND**

a) The successful bidder will provide Performance Bond at the rate of 10% value of the contract in favour of CMA (POF), 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

expiry of letter of credit. If the Performance Bond is not furnished within the prescribed time, the Purchaser reserves the right to:

i. Impose penalty @ 1% per month of the value of CDR/BG.

opening of Letter of Credit. It shall be valid for a period of 12 months after the date of

i. Impose penalty @ 1% per month of the value of CDR/BG.
 (Clause-42 (ai) is not applicable in case of procurement of Plant / Equipment / Machinery items)

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 contact price of the items and their quantities for each and every month, beyond the specified delivery date, during which these may not be delivered, subject to a maximum of 10% of the total contract value; or, to purchase from elsewhere, the unsupplied stores at the risk and cost of the Supplier.

4.4 **PAYMENT**

100% Payment will be made by means of irrevocable letter of credit; however, after receipt and acceptance of store.

All Bank charges incurred in Pakistan in connection with the establishment of L.C. will be borne by the Purchaser, where as 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**

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 offer or fail to return / acknowledge the tender form by the specified date on three occasions no further tender enquiry be issued to them and their name would be liable to be removed from the approved list

Yours faithfully,

(Iftikhar Ahmad Bajwa) G.M-PP&C POF Gdl For Pakistan Ordnance Factories mdgdl@pof.gov.pk

PAKISTAN ORDNANCE FACTORIES SCHEDULE TO TENDER ENQUIRY NO.0019/GDL/FP/52, DATED 06 OCT 2021.

(1) FOR MATERIALS

(1)	(2)	(3)	(4)	(5)		(6)		
Item	Description with specs. etc	Unit	Qty	Price per Unit		Delivery Date		
no.				FOB/ C&F or Free delivery (FOR)				
				, , , ,				
				In Figures	In Words			
1	Crusher Gauge for 125MM APFSDS/T & HE 38 CM ³	No.	50			Within from	03 the	Months date
	DRG. No. GDL/125/FS/G-121					placeme		of
	DIG. No. GDL/123/1 G/G-121					contract		Oi

- (2) For Plant & Machinery: Specifications:-
- (3) Special Conditions. -
- i. Chinese or Hong Kong based firms, must furnish their quotations equivalent in CNY only.
- ii. Tender will be opened as per PPRA Rule 36 (b) i.e., Single Stage– Two Envelopes procedure.
- iii. Inspection Authority:- CIA Rawalpindi or his authorized Rep.
- iv. Registered suppliers (with sales tax and income tax department) who are on Active Tax payer list (ATL) of FBR are also eligible to supply goods / services to Govt. Departments a per FOR terms and conditions.
- v. Payment to registered person shall be linked with Active Tax payer status of the suppliers as per FBR data base. If any registered supplier is not in ATL, his payment should be stopped till he files his mandatory returns and appear on ATL of FBR.
- vi. Prices per unit FOB / C&F / FOR or Free Delivery.
- vii. Fax / Email offers and offers with less / without bid security and without tender fee will not be entertained.
- viii. Obtaining of Export permit is responsibility of the foreign firm / supplier.

(4) 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 POF 1280 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	Signature of the Tenderer
Date	Name
	Position
	Address
	Income Tax G.I.R. No