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| HEAVY INDUSTRIES TAXILA (HIT)DEVELOPMENT GROUP, DESCOM/ ARDIC/ASRFSCHEDULE FOR INVITATION OF TENDERFOR TECHNICAL / FINANCIAL PROPOSALNEGOTIATED TENDER AS PER PPRA RULE 42 (D) |

Tenders Nos. 8600/201/DESCOM/Dev **IT/T/29** dated **21-10-2022**, please forward your quotations not later than **23-11-2022** at 1030 hrs. Tender will be opened on **23-11-2022** at 1100 hrs.

1. Technical and Financial proposal are invited for development of items with details as per Annexure-A. The Financial proposal of only those firms will be opened which will qualify in Technical proposals.
2. Items as per **Annexure-A** are required to be developed as per available Drawings / Specifications and Genuine Samples. Drawings/ Specifications and Genuine Samples can be seen/studied at Development Group DESCOM, Heavy Industries Taxila, Taxila Cantt prior to submission of Technical & Financial offers.

***Note: For any guidance / query please contact Development Group DESCOM Development Agency Heavy Industries Taxila, TaxilaCantt.***

***Telephone No: 051-9315333 Extensions 62863&62829***

1. **IT Conditions**
	1. **Cost Breakdown / Mechanism**
2. Participating firms are bound to provide complete cost breakdown in commercial offer with “Estimated Itemized Cost (EIC)” of the item including following:-
	* + - 1. Material Cost.
				2. Manufacturing Cost (including tooling, labour, die, overhead charges etc).
				3. R&D Charges.
				4. Service Charges (including transportation, tests/trials, profit etc).

(2) After successful development and delivery of item(s) as per the contract, the firm will submit the “Final Itemized Cost (FIC)” alongwith supporting documents / verification proofs for subsequent series / bulk procurement contract(s) of the same item(s). FIC will be mutually negotiated / finalized before conclusion of the development contract. Same will remain valid for one year.FIC will be finalized under following heads:-

* + - 1. **Material Cost**

Imported material with details (specifications, source, cost).

Local material with details (specifications, source, cost).

* + - 1. **Manufacturing Cost**

Tooling cost with details.

Labour cost with details of man-hours.

Die, jigs and fixture cost with details.

Overhead charges including cost of utilities etc.

* + - 1. **Service Charges** (including transportation, in-house tests / trials, profit etc).
			2. **R&D Charges**. Same must be covered under following heads:-

Material characterization.

Modelling and simulation.

Formulation of drawing and process sheets.

Software development.

FIC will remain negotiable for series / bulk procurement contract(s) after one year based on inflation rate and overall cost variations etc.

b. **GENERAL CONDITIONS**

(1) Participating firms should not have been defaulted in any contract with defense organizations.

(2) **Black Listing of Firms.**Firm should not be black listed or debarred in any of the defence organization. In this regard firm should provide “**No Black Listing Certificatealong with Technical Quotation”** on judicial paper worth Rs100/-**.**

(3) Firm having registration/ provisional registration with Development Group DESCOM can participate in tender. However, firms which are not registered with Development Group DESCOM can also participate in tender, if registered as developer /manufacturer with FBR. These firms will deposit 5% earnest money (returnable) of the total value of indent with quotation. However, qualifying firm will have to get registered from Development Group DESCOM, prior to processing the contract after completing all procedures/ requirements which can be sought from above mentioned offices/ given numbers.

(4) **Single Stage Two Envelops Bidding Procedure.**Firms will submit Technical & Financial proposal in separate envelopes for each tender inquiry separately, failing which offer will be rejected. Tender inquiry number and date of opening should be mentioned clearly on head of both Technical and Financial proposals envelops.

(5) Technical offers, will be scrutinized by a board, and Technical Offers of only those firms will be accepted which have capability/ capacity to undertake development (Evaluation criteria is mentioned at **clause 12**). Financial quotation of not qualified firms will be returned to firms unopened.

(6) **Rejection of Bids.**Managing Director DESCOM shall have the right to reject any or all of the tenders in accordance with PPRA Rules 33 (1).

(7) **Re-Bidding.** In case all the Technical Quotations are rejected or not considered financially viable after opening of commercial quotations, item / Items will be retendered.

(8) Firms will prepare complete bill of material (BOM) and Technical Data Package (TDP) as per following requirements and will submit prior to conclusion of contract. However firm must show partial TDP and drawings during stage inspection. Furthermore, firm will confirm in their technical offer that complete TDP will be submitted by firm Prior to conclusion of contract:-

 (a) Blank drawing and Gerber data

 (b) Part drawings along with complete dimensions and tolerances as per genuine sample.

 (c) Assembly drawings along with complete dimensions and tolerances.

 (d) Manufacturing drawings & welding drawings.

 (e) Complete material specifications as per genuine sample.

(f) Tools, Jigs & fixtures drawing and manufacturing process sheets along with usage asper processes defined.

(g) Manufacturing process sheets encompassing all machining process including heat/surface treatment and as per fitment/ functional test:-

i. Microstructure of Metallic items/parts/assemblies: The microstructure of materials of components/parts/items must match the microstructure of the genuine standard part/ component.

ii. Heat Treatment process sheet with temperature, types of processes involved and depth of treatment for the required items.

iii. Surface treatment process sheet along with surface depth of required coatings along with complete process sheet for the required items.

iv. Casting process sheet (subject to respective item). Location of runner and risers. Size of riser and method of venting etc.

v. All those processes which are required i.e. forging, casting, machiningwill be followed by firm as per genuine sample and be made part of process sheets.

(h) BOM

(j) Technical manual/maintenance manual with detailed description

(k) ATP (Acceptance test procedure)

(l) Performance parameters

(m) HEX file source code (if applicable) and CAD file

(n) Final payment against contracts only after the provision of TDP as per para3b(8).

 (9) Quality Assurance and Control (QAC) documents consist of following criteriaand will be provided by firm:

1. Stage inspection.
2. International standards/ specifications.
3. Part inspection criteria.
4. Assembly inspection criteria.

(10) Firm will develop complete 3D Models, simulations and submit as part of TDP.

(11) Firm will submit complete development/ control plan in form of Gantt chart etc with technical offer, encompassing all the stages of development cycle along with technical course to be adopted as mentioned above and be made part of the technical offer. The control Plan must include outline of how the participating manufacturing firm verifies fulfillment of the requirement of this IT. The Control Plan shall summarize the control techniques used from receipt of raw materials to shipment of product. Test/ Inspection characteristic values shall be identified in the development process. The initial control plan shall be established prior to qualification and shall reflect the product and process controls to be used for manufacturing of the items. The control plan shall be in chart form and reflect the following:-

(a) Supplier Name

(b) Process or Product Name, and number

(c) Complete development process

(d) Process parameters and product characteristics, methods of control (e.g. gauge, test, equipment etc used), sample size and frequency, Analysis Method (e.g. control chart, lot plot, run chart, etc) and other important control information. The control plan shall address the test methods/ equipment used to meet the requirement of this IT.

(e) Plan revision and revision date Operation number or process step if required

(12) Firms having excellent past record/experience of supply / development history with DESCOM as far as quality and timely provision of store is concerned will be given preference.

(13) Over writing and cutting of any nature in the quotation will not be accepted.

(14) Managing Director DESCOM (HIT), reserves its right to cancel the bidding process at any stage without justification/reason.

(15) In case of any dispute regarding the terms and conditions and the quality of stores, the decision of the Chairman HEAVY INDUSTRIES TAXILA Board will be considered as final.

(16) Indenter / purchaser reserves the right to increase/decrease the quantity of items, included in the tender without any reference to the firm.

(17) **Disqualification of Firms/ Vendors.**Heavy Industries Taxila, reserves its right to disqualify a vendor/ firm if it finds, at any time that the information submitted by them concerning qualification as vendor/ firm are false and materially inaccurate or incomplete.

1. Contract will be concluded on the condition of ‘**Yes Cost Yes Obligation basis’.** After successful qualification of tender sample and conclusion of development contract, following “Obligations” for the qualified firms will be applicable for further bulk supply / series procurement contract(s) after approval by HIT Board:-
	* 1. Award of “Sole Manufacture Right” for HIT or procurement “Proprietary” status for minimum 3 years, subject to timely development, contract execution performance, quality, cost rationalization and value additions (if any) of development / 1st contract.
		2. Extension of “Sole Manufacture Right” for HIT or procurement “Proprietary” status beyond 3 years subject to timely completion, contract execution performance, quality consistency, cost rationalization and value additions (if any)in previous contract(s).
	1. Where operationally, financially and technically possible / viable, HIT (developing or procurement agency) may provide estimated required quantities to firm after successful conclusion of relevant contract/contracts for subsequent needs. These firms will not participate in any tender of similar items elsewhere (inland and abroad) without prior permission of HIT Board

5. **INSTRUCTIONS FOR SUBMISSION OF TECHNICAL PROPOSAL**

1. Willingness for development of a particular item / assembly.
2. **Tender fee Rs200/-** in shape of Cash / Postal Order (non refundable) must be attached with Technical Quotation of each item separately in favour of Budget and Account Officer (B&AO) DESCOM, failing which the Technical Quotation will stand rejected.

c. Participating firms are required to furnish Federal Board of Revenue (FBR) registration certificate as manufacturer/ developer along with technical proposal and clearly mention their National Tax No (NTN) on Technical Quotation, the in process applications should also be included if any, failing which the Technical Quotation will stand rejected.

1. Technical quotation must be signed and stamped by authorized representative of firm.
2. The quotee firm should clearly state in technical offer that they possess /own the manufacturing setup required for the manufacturing of the item quoted, in the facility owned by the firm, which will be verified through on ground inspections by a team of officers /officials detailed by MD DESCOM prior to finalization of Technical Scrutiny Report (TSR) . Only those firms will be considered for development which possesses requisite manufacturing facilities at their premises alongwith following information (Attach documentary evidence alongwith Technical Quotations) :-

(1) Design / Development cell

(2) Availability of requisite machines and equipment for manufacturing.

(3) Tools, gauges and test equipment.

(4) Technical manpower.

(5) Quality Control Cell

(6) Expertise in relevant field of manufacturing.

(7) Complete manufacturing process of item/assemblies.

6. **INSTRUCTIONS FOR SUBMISSION OF FINANCIAL PROPOSAL.** The bidder / bidders will clearly mention on quotations that quoted rates are exclusive / inclusive of General Sales Tax (GST) / other duties / taxes. If no such condition is included in financial quotation it will be assumed that quoted rates are inclusive of GST / other duties / taxes.

7. **TENDER SAMPLES AND DELIVERY PERIOD**

a. Material and Tender Sample: Firms will provide Tender Sample alongwith material sample within one month of intimation by HIT after the paper evaluation of technical quotation of the firm. Successful dev of Tender Sample **(Anx-A)** is mandatory for complete technical qualification in tender. Technical acceptance of material / tender sample will be done by the DESCOM as under:-

(1) Dimensional conformance and material confirmation (through ARDIC) by the developing agency.

(2) Fitment and functional qualification / acceptance by User factory.

(3) Technical / field trials through User Factory or EME / ITD Dte, as applicable.

(4) **ATPs for test/trial of dev items should be provided by the developer/firm, and to be finalized by User Factory or EME / ITD Dte, as applicable and be made part of TDP.**

# b. Developed and Qualified Tender Samples will be counted as part bulk after award of contract to best evaluated bidder.

c. **Bulk:** As per delivery schedule mentioned in Anx-A

# d. The series production may be started only on receipt of signed contract / Letter of Intent (LOI) from Development Group DESCOM Heavy Industries Taxila, TaxilaCantt.

# 8. Delivery Period and Extension Conditions

a. Qualified firms will be bound to comply with development timelines as prescribed in Anx‘A’ and agreed in the contract. Following guidelines will be followed in case of delays.

(1) Tests / trials or other delays at DESCOM end will not be attributed to the firm, which the firm must identify and request in writing minimum 30 x days before expiry of the delivery timelines.

(2) In case of delays, HIT (developing or procurement agency) will exercise following rights:-

(a) **1st Extension**. By MD DESCOM for a period of three month with or without late delivery charges.

1. **2ndor Further Extension(s)**. By HITB for a period of additional three months or beyond with or without late delivery charges.
2. **Short Close of the Contract**. If delays are beyond prescribed extensions by HITB, then the contract will be short closed after approval of HITB.
3. **Punitive Actions against Defaulter**. Punitive actions as per government rules including barring, blacklisting etc
4. **Late delivery charges will be imposed at the rate of 1% to 2% per months & Max 10% of total value of late delivered store, if delivery schedule in not met.**

9. The bidders will confirm acceptance of the following terms and conditions:-

a. **Correspondence Addresses.** All kinds of correspondence regarding quotations, contract supply of store and clarifications shall be directed to Managing Director DESCOM, Heavy Industries Taxila, TaxilaCantt.

b. **Delivery Of Stores.** Store-1 Development Group DESCOMHeavy Industries Taxila, TaxilaCantt.

 c. **Inspection Authority.** The Inspection Authority will be the Managing Director DESCOM, Heavy Industries Taxila, TaxilaCantt. Inspection will be carried out at DESCOM, as well as at the firm premises. MD DESCOM can nominate an inspection team of DESCOM and /or any appropriate private / public sector inspection /testing organization at his discretion. Expenditure in such cases will be borne by the firm.

 d. **Stage Inspection.**

(1) Stage inspections will be carried out at manufacturing unit premises. The frequency of stage Inspection will be decided by Managing Director DESCOM, keeping in view the complexity and nature of manufacturing process involved. All arrangement of these inspections and related tests is the responsibility of the manufacturer/developers.

(2) DESCOMhas the right to get material samples during manufacturing stages with or without prior notice to confirm the quality consistency.

(3) DESCOMhas the right to destroy one part / assy at firm cost for random quality assurance.

(4) DESCOM Heavy Industries Taxila will reserve the right to carryout surprise check at manufacturer premises as a part of stage inspection.

e. **Validity.**Validation of the quotation will be minimum 12 x months from the date of opening of financial quotation and till acceptance of the contract by both parties (Developer and DESCOM Heavy Industries Taxila).

f. **Guarantee/Warrantee.**

(1) A Guarantee/Warranty certificate will also be submitted along with the supplies by the supplier and will be **valid for three years or 1650 Kilometers (KMs) of track mileages,** whichever is earlier. It will commence from the date of the satisfactory fitment and function of the part/assembly/stores in the tank / vehicle/ equipment with the ultimate user.

(2) If any fault is detected in the part/stores at any stage within guarantee / warrantee period, same will be returned to the firm and will be replaced by supplier. All related costs to this effect and the freight charges will be borne by the supplier.

 g. **Packing.** Supplier will use following packing for the supply of stores:-

1. Each item will be packed in polythene bag duly preserved. Such bags will be packed in strong cartons. These cartons will be further packed in wooden cases of ***kail*** wood planks ½” thick.

(2) Strong carrying handles will be provided for each box.

(3) Weights of each case/box will not EXCEED 25 Kilo grams.

(4) Firm will use the special packing to preserve/protect the precision/highly finished surface of the products.

h. Payment will be released after clearance of inspection note and acceptance certificate from the user factory. Delays in payment can be up to six months after receipt of stores to complete the inspection / acceptance / fittings formalities.

j. Advance payment if applicable as per rules will be recovered in initial batches of supplies of delivered store, till all the advance is recovered

k. Sales tax / other duties will be payable on actual by Controller of Military Account (CMA) Heavy Industries Taxila, TaxilaCantt / Budget Directorate / Budget & Account Officer (DESCOM/ ARDIC /ASRF) on submission of original documents.

10. **Bank Guarantees against Contract Performance/Warranty Period**: The Developer shall furnish a 5% bank guarantee /Call Deposit Receipt (CDR) along with signed /stamped contract from scheduled bank in Pakistan against the total value of contract including taxes/duties. This bank guarantee/ CDR will remain valid as per warranty /guarantee clause. Bank Guarantee / Call Deposit Receipt will be released after completion of warranty period of store.

11. **RISK PURCHASE.** If a supplier fails to deliver the store after approval of tender sample or any part of consignment there-of within the period prescribed in terms and date of delivery or otherwise, Risk Purchase will be resorted to. Imposition of Risk Purchase will be assessed by a Board of Officer (BOO) detailed by Managing Director (DESCOM), if need so arises. On recommendation of the board and approval by MD (D) Risk Purchase will be invoked or not invoked. The board will assess the efforts undertaken by the supplier in execution of the development of contracted item.

12. **Technical Evaluation Criteria:** Following criteria will be adopted for evaluation of Technical Quotations of firms:-

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| --- | --- | --- |
| **Details** | **Marks** | **Remarks** |
| a. | **Engineers/****Technicians** | 10 | (1 Mark for Engineer/DAE& 0.5 Mark for Experienced technician (attached document supporting) |
| b. | **Test Lab****(**attached document supporting) | 15 | **Cat A:(15)** | Precision Metrology equipment and adherence of international/testing std i.e. ASTM etc. Should have capability for Destructive & Non Destructive Test. Heat Treatment & related Treatment including Surface Treatment Test facility where required. |
| **Cat B:(10)** | Spectro analysis, Hardness testing, Ultrasonic/x-ray crack detection facilities. |
| **Cat C:(05)** | Spectroscopic analysis & hardness tests cap. |
| c. | **Quality Assurance System** | 15 | Should have well established Quality Management system involving Quality Control & Quality Assurance department and development of Quality Control document. |
| d. | **Capacity** | 10 | Development of Control Plan encompassing all aspects from raw material to end products.  |
| e. | **Capability** | 10 | The number and type of engineering processes e.g. Machining, forging casting, molding, stamping, Heat Treatment, Surface treatment etc. |
| f. | **Design/****Drawing Facility** | 10 | **Cat A:****(10)** | Design drawing, Manufacturing drawing, Assembly drawing, simulation setup, Capability to define High Precision Heat Treatment and Surface Treatment processes and other treatment processes as per end product. |
| **Cat B:****(07)** | **Manufacturing Drawing, Assembly drawing,** Capability to define appropriate Heat Treatment, Surface Treatment processes. |
| **Cat C:****(05)** | **Assembly Drawing**Capability to define reasonable Heat Treatment process, Ability to define surface treatment process where required.  |
| g. | **Financial Strength/****Profile** | 10 |  Bank statement /cash flow |
| h. | **Project Under Taken** | 5 |  Similar previous project/contract completed with HIT or other similar org |
| j. | **Past performance of the Firm** | 15 | Previous performance %age  |
| **Total** | **100** | 50% Marks are mandatory for qualification in technical scrutiny  |

13. Furthermore the detailed evaluation will be carried out as per the tender complete documents requirements. In case of failure to meet any tender requirement, the Technical Quotation will stand rejected.

14. **Award of Contract:** Contract will be awarded to “**Most Advantageous Bidder”** using **Quality Cost Method** with highest overall score based on weightage which will be worked out asunder:-

 a. Technical Qualification Criteria - 70%

 b. Commercial offer /Price - 30%

15. All required procurement clauses of DP-35 will be part of Development Contract with successful bidder.

16. **FIRM’S DECLARATION:** I/ We have studied and understood the instruction of tender inquiries and all conditions. I/ we have thoroughly examined the specifications/drawings/samples provided and fully aware about the nature of stores required and my/our offer to develop and supply of stores is strictly in accordance with the requirement. In case of any doubt, interest of state shall be kept foremost.

17. The bidder / bidders will also provide certificate in technical offer stating that all terms / conditions mentioned in IT are accepted, falling which further processing will not be carried out.

18. **PRICE FIXATION.** Quoted price is firm and final inclusive of all applicable taxes**.** The supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax etc imposed by the government which become effective during the grace period and extensions in delivery period. Firm will not escalate the price of an item (s) after the finalization of contract.

19. **SECRECY.** The Supplier will ensure that no information of any kind about sale and purchase of stores on order is communicated to any person, organization or agency not authorized by the Managing Director (DESCOM) in writing to receive it. Breach of the undertaking will be liable for Punishment under Official Secret Act, 1923 as modified from time to time.

20. **FORCE MAJEURE.** The purchaser shall give due consideration to the circumstances leading to breach of contract for delay on which the developer has not hold.

a. Any event such as the following which occur in the execution of this contract which are unpredictable, unavoidable and are not hoped for by both parties hereto and which prevent the carrying to of the contract will be taken as Force Majeure:-

(1) War/Acts of God

(2) Uprising Riot/Civil Commotions Strike/Lock Outs

(3) Earthquake

(4) Fire

(5) Explosions

(6) Floods

(7) Pandemic

b. The party so affected shall within 15x days inform the other party by special registered letter of the occurrence of Force Majeure for the latter party to postpone the execution of the contract. The postponement shall at least equal the duration of the event of Force Majeure.

21. **ARBITRATION.** If any dispute is not settled through normal talks the case will be submitted for arbitration, result of which will be final and therefore binding on both parties. The sole arbitrator in such situations will be Chairman Heavy Industries Board Taxila.

22. **REPEAT ORDER** On successful completion of this contract, Purchaser may place a repeat order (Not exceeding 15% of the original) for additional qty on the same price, terms and conditions within warranty period of this contract.

23. **PRODUCTION TIMELINE:** Following timeline will be adhered by bidder/manufacturer for the production timelines of the items where applicable:-

|  |  |  |  |
| --- | --- | --- | --- |
| a. | Publishing of Dev Tender on PPRA / News papers | - | D. Day |
| b. | Opening of the Technical Proposal | - | D+ 30 days |
| c. | Paper Evaluation | - | D+ 30~35 days |
| d. | Submission of Tender Samples,  | - | D+ 60 days |
| e. | Test/ Trial Reports of Tender samples | - | D+60~90 days |
| f. | Finalization of Technical Scrutiny Report | - | D+90~100 days |
| g. | Opening of Commercial Proposals | - | D+100~110 days |
| h. | Announcement of Best Evaluated Bidder on Quality Cost Method | - | D+110~120 days |
| j. | Negotiation on “Estimated Itemized Cost” | - | D+120~130 days |
| k. | Go ahead to the firms engaged for the production/ Supply | - | D+130~140 days |
| l. | Deliveries of Bulk Stores | - | As per Anx-A timelines to be mutually agreed |

INDENTER: **Managing Director DESCOM Heavy Industries Taxila, TaxilaCantt**

TENDERED BY “DEVELOPMENT GROUP” DESCOM HEAVY INDUSTRIES TAXILA, TAXILA CANTT

**Anx-A**

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| --- | --- | --- | --- | --- | --- |
| **Sr #** | **IT No & Date** | **Part No** | **Nomenclature** | **Qty Req** | **Delivery Schedule of Bulk Stores** |
| **Tender Sample** | **Bulk** |
| 1 | T/29 dated21-10-2022 | BW123-29-005 | 3rd & 4th Balance Arm Bracket | 01 | 88 | Complete Qty by 30 Jun 2023 |
| YZ1003-29-001 | Left 5th Balance Arm Bracket | 01 | 22 |
| YZ1003-29-002 | Right 5th Balance Arm Bracket | 01 | 22 |
| YZ1003-29-1-001 | Left Bracket of Idler Wheel | 01 | 22 |
| YZ1003-29-1-002 | Right Bracket of Idler Wheel | 01 | 22 |
| YZ1003A-29-005 | Left 1st Balance Arm Bracket | 01 | 22 |
| YZ1003A-29-006 | Left 2nd Balance Arm Bracket | 01 | 22 |
| YZ1003A-29-007-1 | Left 6th Balance Arm Bracket | 01 | 22 |
| YZ1003A-29-008 | Right 1st Balance Arm Bracket | 01 | 22 |
| YZ1003A-29-009 | Right 2nd Balance Arm Bracket | 01 | 22 |
| YZ1003A-29-010-1 | Right 6th Balance Arm Bracket | 01 | 22 |