

## INVITATION TO TENDER



Attache Defence Procurement  
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M/s \_\_\_\_\_

**Tender No. DPNA 1641/Paris**  
**Dated : 20-02-2018**  
**Opening date: 22-03-2018**  
**Time of opening: 1100 Hrs**  
**Time of closing: 1030 Hrs**

### Instructions to Tender

1. You are invited to tender your quotation for supply of materials / stores (approximate) as per "**Schedule to Tender**" (**Annexure "A"**) for export to Pakistan. Tender must be prepared in English language in accordance with the following instructions: -

a. Tender must be prepared in duplicate and sent in sealed envelope as per following procedure: -

(i) Technical Offer should be placed in an envelope clearly mentioned as "**Technical Offer** inside against IT No DPNA 1641/Paris".

(ii) Commercial Offer should be placed in an envelope clearly mentioned as "**Commercial Offer** inside against IT No DPNA 1641/Paris".

(iii) Both Technical & Commercial Offers should then be in a third envelope clearly marked as "**Technical and Commercial Offers** inside against Tender Inquiry No DPNA 1641/Paris".

b. **Date and Time of Receipt of Tender:** Tender must reach this office by the date and time specified above. Tender received after the specified time may not be accepted. You are at liberty to be present at the time of opening of tenders.

c. **Basis of Delivery:** Quotation is invited on "FOB/CIF" basis through Pakistan National Shipping Corporation Vessel / Pakistan International Airline for destination to Seaport / Airport in Pakistan.

d. **Delivery Schedule:** Delivery is required as soon as possible after signing of contract by both parties. The delivery schedule be clearly mentioned on the offer.

- e. **Specifications:** Items must be factory new and from latest production, fully serviceable and strictly conforming to the country's Department of Defence Specifications / original with the specifications given in Schedule to Tender. The inspection criteria are defined in **Appendix -1 to Annexure "A"**. Deviations if any, should be highlighted in the offers with reference to the line and word of specification differed. Ship parts must be certified by the manufacture's inspection authority duly authorized by government of that country.
- f. **Export License and Prices:** Export license, if required, will be the responsibility of the supplier. End User Certificate (EUC), if required, is to be submitted to ADP office by the seller soon after the conclusion of this contract, so that same is processed without any delay and Export License be obtained by the seller, in time. Prices must not be more than as extended to any Government Department / Agency and should include local, federal or other taxes leviable in the country of origin and / or export. However, time required for acquisition of Export License should not affect the delivery dates stipulated in the contract.
- g. **Literature / Brochures:** If required, should be submitted along with the quotations of major assemblies and end items.
- h. **Performance Bank Guarantee:** Performance Bank Guarantee equivalent to 5-10% of the offer value, valid for twelve months beyond delivery date will be required to be submitted on award of contract at the discretion of ADP Paris. Format of the BG is attached as per **Annexure "B"** of the tender.
2. **Validity:** To allow sufficient time for processing of purchase proposal in / out of the Embassy of Pakistan Paris, the offer should be valid for at least 120 days from the date of opening of tender.
3. **Price** Prices should be quoted in Euro only.
4. Please submit **"NO BID"** if you cannot offer items against this tender, in order to stay on our bidding list.
5. **Inspection:** Stores is to be inspected as per OEM specification at consignee end, when required.
6. **Commission:** Contract will be concluded between Government of Pakistan and the firm; therefore, commission will not be paid to any agent or third party in Pakistan.
7. **Warranty / Guarantee Form (DPL- 15):** Form DPL-15 (attached as **Annexure "C"**) will be signed and stamped by Executive of the firm or any official authorized by him on his behalf.
8. **Terms of Payment:** 90% of payment will be made to the firm through Irrevocable and non-Transferable Letter of Credit opened in National Bank of Pakistan, Paris and remaining 10% payment will be made after receipt of the CRV (Certified Receipt Voucher) by the ultimate consignee. All charges of Letter of Credit will be borne by the beneficiary.
9. **Right Reserved:** This office reserves the right to reject any offer deviating from tender instructions in any respect. The quantities mentioned in the indent can be increased / decreased at the time of placing the order.

10. **Insurance:** Insurance will be on purchaser account.

11. **Late delivery:** In the event of delay in delivery at the supplier's fault, the supplier must inform the purchaser before expiry of such delivery period, giving reason / justification for it. The purchaser shall have the right to take following actions: -

(a) Cancel the contract and / or

(b) To purchase from elsewhere, stores not delivered, at the risk and expense of the supplier without notice to him, or

(c) To recover the liquidated damages when the Competent Purchase Officer is satisfied that the failure to supply the stores within the scheduled delivery period has occurred for reasons within the control of the supplier, and / or if the Government has suffered loss for reason belated delivery. These liquidated damages, if imposed, will be recovered at the rate of 2% but not less 1% of the value of the stores supplied late per month for the period exceeding the original delivery period, subject to the provision that total liquidated damages thus imposed will not exceed 10% of the total value of the stores delivered late.

12. **Force Majeure:** The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure, such as Act of God, War, Riots, Civil Commotion, Strike, Lockouts, Acts of Government and its agencies and disturbance directly affecting the supplier and events or circumstances on which the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening, in writing. **Non-availability of raw materials for the manufacture of stores or of export permit for export of the contracted store from the country of its origin, shall not constitute force majeure.**

13. **Subletting:** Supplier will not be allowed subletting in whole or part of the contract to any other Firm / company without prior permission of the purchaser. Firm found in breach of this clause will be dealt with as per purchaser's rights and discretion.

14. **Arbitration:** All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may, however, be dealt under the rule of reconciliation and arbitration of International Chamber of Commerce by one or more arbitrators, appointed in accordance with the same rule. The arbitration shall be held in Geneva (Switzerland).



(MAZHAR ABBAS AGHA)  
Group Captain  
Attaché Defence Procurement

**SCHEDULE OF STORE**

S.NO	PART NUMBER	NSN/PATT NO	DESCRIPTION OF STORE	U/I	QTY
1	SW6028A004	6625725019512	TRANSDUCER 33 KHZ	EACH	05

1. **PARENT EQUIPMENT**

a. DESO 20(ECHO SOUNDER) S V BEHR PAIMA

2. **GENERAL CONDITIONS**

a. Acceptance on DPL 15 subject to provision of OEM Conformity of Certificate.

b. In case of replaced Part No/Model No the firm is to provide F3 Certificate and OEM COC.

c. All items are to be supplied as new and having at least 100% shelf life upon delivery.

d. Items are to be packed such as the same can be retained as depot stock for reasonably long time.

e. The firm is to provide OEM Lab Test Certificate.

### **INSPECTION CRITERIA**

100% physical inspection of stores will be carried out by the CINS/End user and consignee, are the Inspecting Authority as follows: -

**1. Physical Check:**

- (a) Store will be checked for physical damage, scratch and deformity.
- (b) Items will be identified with Part No / NSN.
- (c) Brand name, country of origin and dimensions.
- (d) OEM Conformity of Certificate/F3 Certificate.
- (e) Lab Tust Certificate is to be attached by the OEM.
- (f) Store must be factory new and having at least 100% shelf life upon delivery. A certificate in this regard be submitted at time of stores delivery.

**2. Warranty:**

A warranty sticker is to be attached with each item showing contract number, Part No, warranty period validity and manufacturer. If any anomaly is observed, parts would be replaced by seller.

**Note:** In case of premature failure firm has to replace / rectify the stores free of cost during warranty period.

**3. Packing:**

- (i) Packing must be suitable for transportation of items over long distance by Air / by Sea.
- (ii) Items are to be packed such as the same are preserved for at least 5 years without deterioration so that same can be retained as depot stock for reasonably long time.

**4. Release of CRV:**

CRV will be released by the consignee after the receipt of acceptance from end/specialist user.

**BANK GUARANTEE FOR PERFORMANCE**

- (i) Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
(ii) Name of firm/Agent \_\_\_\_\_  
(iii) Address of firm /Agent \_\_\_\_\_  
(iv) Name of guarantor \_\_\_\_\_  
(v) Address of guarantor \_\_\_\_\_  
(vi) Amount of guarantee \_\_\_\_\_  
(In words: \_\_\_\_\_)  
(vii) Date of expiry of guarantee \_\_\_\_\_

To: **The President of Islamic Republic of Pakistan through CMA (DP) Rawalpindi  
(The Attaché Defence Procurement, Embassy of Pakistan, Paris)**

Sir,

1. Whereas you are having entered into Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ with M/s \_\_\_\_\_  
(full name and address), hereinafter referred to of our Customer and that  
one of the conditions of the Contract is the submission of unconditional Bank Guarantee  
for a sum of Euro \_\_\_\_\_
2. In compliance with this stipulation of the contract, we hereby agree and undertake as  
under:
- (a) To pay to you unconditionally on demand and/or without any reference to our  
Customer and amount not exceeding the sum of Euro \_\_\_\_\_ as would be mentioned in  
your written Demand Notice.
- (b) To keep this guarantee in force till 12 months beyond the delivery period.
- (c) That the validity of this Bank Guarantee shall be kept on clear year ahead of the  
original/extended delivery period or the warranty of the stores whichever is later in  
duration on receipt of information from our Customer \_\_\_\_\_  
\_\_\_\_\_ 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 closing bank  
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

(f) 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/alteration or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Euro \_\_\_\_\_.

(g) 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.

(h) 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 Signature)

**GUARANTEE FORM DPL-15**

FIRM's NAME: M/s

CONTRACT NO.: DPNA 1641/PARIS DATED:

1. WE HEREBY GUARANTEE THAT THE ARTICLES SUPPLIED UNDER THE TERMS OF THIS CONTRACT ARE PRODUCED NEW AND ARE THE LATEST LOT/BATCH. IN CASE OF LIFED STORES IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND THAT THE MATERIAL USED , WHETHER OR NOT OUR MANUFACTURED, ARE IN ACCORDANCE WITH THE LATEST APPROPRIATE STANDARD / SPECIFICATIONS AND ALSO IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, COMPLETED OF GOOD WORKMANSHIP THROUGHOUT, AND THAT WE WILL REPLACE FREE OF COST (C&F / CIF BASIS, AS THE CASE MAY BE), EVERY ARTICLE OR PART THEREOF WHICH BEFORE USE OR IN USE SHALL BE FOUND DEFECTIVE, 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 A REASONABLE PERIOD, WE WILL REFUND THE RELEVANT COST (CIF) IN THE CURRENCY IN WHICH RECEIVED.
3. THE WARRANTY WILL REMAIN VALID FOR ONE YEAR AFTER CIF DELIVERY.

SIGNATURE: \_\_\_\_\_

DATED : \_\_\_\_\_

NOTE: -

THE SIGNATURE MUST BE THE SAME AS THAT ON THE TENDER/CONTRACT, OR IF OTHERWISE MUST BE SHOWN TO BE THE SIGNATURE OF A PERSON CAPABLE OF GIVING A GUARANTEE ON BEHALF OF THE CONTRACTOR.