

INVITATION TO TENDER



Attache Defence Procurement
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M/s _____

Tender No. DPAF0405/P-46/Paris
Dated : 28-04-2022
Opening date : 27-05-2022
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 DPAF0405/P-46/Paris".

(ii) Commercial Offer should be placed in an envelope clearly mentioned as **"Commercial Offer"** inside against IT No DPAF0405/P-46/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 DPAF0405/P-46/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 "FCA/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. Check List to be provided with offered store is attached at **Appendix -1** and detailed Inspection Criteria is defined at **Appendix -2 to Annexure "A"**. Deviations if any, should be highlighted in the offers with reference to the line and word of specification differed. Aircraft / Helicopter / Ship parts must be certified by the manufacture's inspection authority duly authorized by the government of that country.

f. **Price:** - Prices should be quoted in Euro / USD. 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.

g. **Literature / Brochures:** If required, should be submitted along with the quotations of major assemblies and end items.

h. **Validity of Offer:** 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.

j. Please submit "**NO BID**" if you cannot offer items against this tender, in order to stay on our bidding list.

2. **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 discretion of ADP Paris. Format of the BG is attached as per **Annexure "B"** of the tender.

3. **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. However, time required for acquisition of Export License should not affect the delivery dates stipulated in the contract.

4. **Inspection:** Stores is to be inspected as per OEM specification at consignee end, when required.

5. **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.

6. **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.

7. **Terms of Payment:** 80% of payment will be made to the firm through Irrevocable and non-Transferable Letter of Credit / Wire Transfer through National Bank of Pakistan, Paris and remaining 20% 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.

8. **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.

9. **Insurance:** Insurance will be on Purchaser's account.

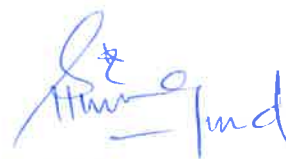
10. **Late delivery:** In the event of delay in delivery at the supplier's fault, the supplier must inform the purchaser before expiry of such delivery period, giving reason / justification for it. The purchaser shall have the right to take following actions: -

- (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.

11. **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 origin shall not constitute force majeure.**

12. **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.

13. **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).


(REHMATULLAH KHAN)
Group Captain
Attaché Defence Procurement

SCHEDULE OF STORE

S.NO	PART NUMBER	DESCRIPTION OF STORE	U/I	QTY
1	214321-2	Life Preserver Type 35-2R	EA	330

CHECK LIST PERFORMA TO BE FILLED BY VENDORS AGAINST OFFERED STORE

S. No	Description / Details		Remarks
(a)	NSN		
(b)	Part No		
(c)	Nomenclature		
(d)	Unit of Issue		
(e)	Delivery Schedule		
(f)	Warrantee / Guarantee		
(g)	Country of Origin		
(h)	Year of Production		
(j)	F.O.B		
(k)	OEM Certificate of Conformity	Yes / No	
(l)	Qualified Product Listing	Yes / No	
(m)	Specification Details	Yes / No	

INSPECTION CRITERIA

Physical inspection of stores will be carried out by the inspectors of Dte of Q & E with the assistance of co-opted member of Dte of C & GE, as follows: -

1. Physical Check:

- (a) Store will be checked for physical damage, scratch and deformity.
- (b) Items will be identified with S No & Part No.
- (c) Brand name, country of origin and dimensions.
- (d) Operating / maintenance manuals and IPBs (if applicable).
- (e) Product genuineness and date of production certificate from the OEM to be provided by the supplier.
- (f) OEM certificate / certificate of conformity or verifiable documents will be provided by the supplier that store has been procured from certified source.
- (g) Store must be factory new and from latest production batch.

2. Warranty:

A warranty sticker is to be pasted on each item by the firm highlighting Name of the firm, Contract No and date, Description of stores and warranty period validity.

3. Packing:

- (i) Each item will be packed in its original water proof packing for environmental protection.
- (ii) Packing must be suitable for transportation of items over long distance by Air / Road / Rail.

Note: In case of premature failure firm has to replace the stores free of cost during warranty period. Required transportation charges will be paid by the supplier.

4. Functional Check:

Functional / fitment / bench checks will be carried out at PAF designated site by the specialist Dte as per contractual specifications.

5. Release of CRV:

CRV will be released by No 110 ALD after the receipt of satisfactory inspection report by Dte of Q & E and acceptance certificate from Dte of C & GE.

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.: DPAF0405/P-46/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 DELIVERY OF STORES.

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.