

INVITATION TO TENDER



Attaché Defence Procurement

Embassy of Pakistan, Paris

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M/s _____

Tender No: DPNA1805/Paris

Dated: 27/05/2022

Opening date: 25/06/2022

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 as per with the following instructions: -

(a) Your 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. **DPNA1805/Paris**.
- (ii) Commercial offer should be placed in an envelope clearly mentioned as "**Commercial Offer**" inside against IT No. **DPNA1805/Paris**.
- (iii) Both Technical & Commercial offer should then be in a third envelope clearly marked as "**Technical and Commercial Offers inside**" against Tender Inquiry No **DNA1805/Paris**

(b) **Date and Time of Receipt of Tender:** Your 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 **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 be 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 is 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.

(g) **Literature / Brochures:** If required should be submitted along with the Quotations of major assemblies and End Items.

2. **Validity:** To allow sufficient time for processing of purchase proposal in / out of the Embassy of Pakistan in Paris France, 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 are to be inspected as per OEM specification at consignee end when required.

6. **Commission:** Contract will be concluded between Government of Pakistan and your 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 **Appendix "B"**) will be signed stamped by the Executive of the firm or any official authorized by him on his behalf.

8. **Terms of Payment:** 100% payment will be made to your firm, through direct bank transfer / cross cheque upon presentation of following documents to this office.

(a) Original Invoice

(b) Original Packing List

- (c) OEM Conformity Certificate
- (d) Warranty / Guarantee Form DPL-15
- (e) Air Way Bill

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, store not delivered, at the Risk and Expense of the supplier and 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 been 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 than 1% of the value of the store 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 store 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 store or of export permit for export of the contracted store from the country of its origin shall not constitute Force Majeure.



(REHMATULLAH KHAN)
Group Captain
Attaché Defence Procurement

Annexure "A" to
Tender No. DPNA1805/Paris
Dated: 27/05/2022

SCHEDULE OF STORE

S.NO	NSN	PART NO	DESCRIPTION	DEN	QTY
01	6685-71-523-8319	520-7335	TRANSMITTER	EACH	02

PARENT EQUIPMENT

MAIN ENGINE CATERPILLAR

GUARANTEE FORM DPL-15

FIRM'S NAME: M/s

CONTRACT NO.: **DNA1805/PARIS DATED: 27/05/2022**

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 STORE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND THAT THE MATERIALS USED , WHETHER OR NOT OUR MANUFACTURE, ARE IN ACCORDANCE WITH THE LATEST APPROPRIATE STANDARD SPECIFICATIONS AND ALSO IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, COMPLETE OF GOOD WORKMANSHIP THROUGHOUT , AND THAT WE WILL REPLACE FREE OF COST (C&F / CIF KARACHI 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) KARACHI IN THE CURRENCY IN WHICH RECEIVED.

3. THE WARRANTY WILL REMAIN VALID FOR ONE YEAR AFTER FOB 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.