

## INSTRUCTIONS TO TENDERERS

### **1.0 GENERAL**

The following instructions should be carefully noted by intending tenderers as failure to comply with them may lead to invalidation of the tender.

- 1.1 Tender acknowledges that its proposal constitutes a firm offer to buyer which cannot be withdrawn prior to 30 days from the date of quotation.
- 1.2 In Submitting its proposal, Tenderer acknowledges that:
  - a. Request for Quotation and the attachment thereto, are read and understood and further understands that the Buyer will place reliance on the quotations submitted regardless of errors or omissions on the Tenderer's part in the preparation of this Bid.
  - b. If awarded an Order, Tenderer will accept the Buyer's Terms and Conditions included in this Request for Quotation and subsequent Order. No other terms or conditions shall be binding upon the Buyer unless accepted by Buyer in writing.
- 1.3 Where conflicts appear in this quotation package, between industry standard specification and this request for quotation, then this request of quotation shall take precedence.
- 1.4 Any exceptions or alternatives, whether to technical or commercial requirements, must be clearly and specifically defined in a separate attachment to the Tenderer's proposal titled "Exceptions". Tenderers are advised that "exception" may disqualify their bid.
- 1.5 'Tenderer's typed quotation shall be delivered to:  
.....  
..... Attention : .....
- 1.6 Tenders are to be received no later than 12 pm (UAE time) of the date stipulated for receipt of quotation. Quotations not received on time might be disqualified. Quotations not incorporating all necessary and requested information may be rejected. Tenderers may withdraw and re-submit the tender documents at any time prior to the deadline for receipt by giving notice in writing to Dubai Airport Freezone.
- 1.7 The Form of Tender shall be signed, stamped, and witnessed and all information required in the Tender filled in by the Tenderer. It shall be accompanied by a cost breakdown as outlined in the Tender Documents and technical details be provided separately from the cost details.
- 1.8 Tenderers in submitting their proposal shall clearly state that they have reviewed all correspondence and documentation. In the event of any exceptions, these shall be contained in Tenderers proposals in a section clearly identified as exception.
- 1.9 Tenderer's shall submit one (1) priced original and unpriced copies (if specifically requested) of duly completed Tender Documents and covering letter (if any), enclosed in a sealed envelope to be delivered to Purchasing & Logistics Manager rendering the Enquiry Number, before the last date for submission of tenders stated in the letter of invitation.
- 1.10 All recipients of the Tender documents (whether they submit a Tender or not) shall treat the details of the documents as Private and Confidential. In the case of a Tenderer wishing to abstain from Tendering, he shall return all Tender documents to Purchasing & Logistics Manager before the last date for submission of Tenders.
- 1.11 The Tender must be signed by a person duly authorized to do so.

- 1.12 Tenderers shall submit full details of their work experience on similar contracts, company organization chart and current staff level.
- 1.13 Any query relating to the documents or to anything to be done or not to be done by the Tenderer whose Tender is accepted shall be submitted in writing to the Purchasing & Logistics Manager as soon as possible and in no case later than four days before the date fixed for submission of the Tenders. Only such replies as may be given in writing in a circular letter to all Tenderer's shall be considered as a reply to the query.
- 1.14 There shall be no overwriting and mistakes which are corrected shall be initialed by the Tenderer.
- 1.15 Tenderers shall provide a bid bond valued at 5% (five percent) of their proposal.
- 1.16 Company reserves the right to reject any Tender without giving a reason and is not bound to accept the lowest or any Tender.
- 1.17 A Performance Bond will be required in the amount of Ten percent (10%) of the Tender Value. The Performance Security is to be received not later than on (15) Days after the award of the contract by the Letter of Intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Bond has been received. The Performance Bond can be waved at the discretion of the Owner

## **2.0**      **PRICING**

- 2.1 All prices shall be given in U.A.E Dirham unless otherwise stated.
- 2.2 Unit Pricing shall be in the same unit of measure as shown on the enquiry documents. Showing extended totals for each of the line items and total price of the bid. Any exceptions to this shall be clearly noted.
- 2.3 Tender shall be firm for acceptance within 30 days from the date stipulated for receipt of bids.
- 2.4 Any prices, established as a result of, and based upon the Tenderer's quotation, shall remain firm and fixed through completion and delivery of the Order.
- 2.5 The quantities of the works to be carried out under this Contract are given in the Tender Documents but the Tenderers will be deemed to have checked and satisfied themselves as to their accuracy and completeness and made allowances in the prices as considered necessary.
- 2.6 All applicable duties, taxes and fees shall be borne by the Tenderer.

## **3.0**      **PAYMENT**

- 3.1 Terms of payment shall be 30 days from receipt of invoice at Buyer's invoicing address.
- 3.2 No More than one invoice may be submitted for payment per shipment. All documents, including properly executed and signed shipping documents, must be delivered with the material to the Buyer at the port of discharge, as defined in an Order for signature by Buyer prior to issuance of an invoice for payment. All supporting documents providing proof of receipt by Buyer shall be attached to the invoice.
- 3.3 Invoices received that do not agree with the previous of the Purchase Order shall be returned or corrected without payment.
- 3.4 Invoices received that do not agree with the provisions of the Purchase Order shall be returned for correction without payment.
- 3.5 Invoices must be in the unit of measure shown on the Order.
- 3.6 Final Payment will not be made until the order has been received complete

including all documentation and certification required as part of the Order.

**4.0**

**Delivery**

4.1

Required delivery for this material is \_\_\_\_\_. Tenderer is to acknowledge that this delivery can and will be met. If the Tenderer considers that this schedule cannot be met or improved. Tenderer should indicate the earliest date by which material can be delivered.

4.2

Points of origin by City, State and Country shall be specifically identified.

4.3

Tenderer shall state the total estimated weight of the items indicating dimension by box, crate or bundles.

4.4

Tenderer is to confirm that his plant has sufficient capacity for this order to ensure that his shipment will meet Buyer/s required schedule.

**NOTE:**

These instructions are deemed to be exhaustive. It is the responsibility of the buyer to ensure these instructions are suited to the tender by modifying the documents required.