



REPUBLIC OF TUNISIA

MINISTRY OF NATIONAL DEFENCE

GENERAL DIRECTORATE OF  
AMMUNITIONS AND ARMAMENTS

ADMINISTRATIVE REQUIREMENTS

FOR THE PURCHASE

OF

Melting Furnace

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**FINANCIAL REQUIRMENTS  
FOR THE PURCHASE OF A MELTING FURNACE.**

**FIRST ATICLE: Subject and consistency of purchase:**

The purpose of the present consultation is the **supply, installation, pose and put into operation of one (01) crucible furnace with above load for melting and holding of non-ferrous materials** in accordance with enclosed detailed technical specifications, as follows:

No	Description	Quantity
1	Melting Furnace with related accessories	01
2	Spare Parts to secure the functioning of equipment for a minimum period of five (05) years.	1 Lot
3	Use/Instructor Training in Tunisia	1

**ARTICLE 2: Tenders Presentation:**

1 /The financial tender and the technical tender must be set into two separate envelopes closed and sealed, respectively called envelope "A" and envelope "B" on which the supplier identity must be mentioned.

These two envelopes as well as the administrative documents are to be set into a third envelope closed and sealed, called "outer envelope" that must mention:

**"Do not open -Consultation No 04/DGMA/2022 "**

The tenders must be sent in one copy, by registered postal mail or rapid post to the following address:

**MINISTRY OF NATIONAL DEFENCE  
GENERAL DIRECTION FOR AMMUNITIONS AND ARMAMENTS  
P.O Box 481,  
2049 - ARIANA - TUNIS - TUNISIA.**

The ultimate date to receive tenders is fixed to **the 29<sup>th</sup> of June 2022.**

Any tender received after the ultimate date will be rejected. (The stamp of the Tunisian post office will be taken into consideration).

2 /The supplier remain bound by his offer for one hundred and twenty -120- days, starting the day after the ultimate date fixed to receive tenders.

During this period, the offers remain valid.

Any tender which does not observe the present conditions will be rejected.

### ARTICLE 3: Tender file consistency

The tender file must include the documents hereafter:

NBR	Document's description	Presentation	remarks
<b>FINANCIAL OFFER: <u>ENVELOPE "A"</u></b>			
1	A detailed financial offer mentioning : - Unit price FOB and CFR (Tunisian port or airport), these prices are fixed and irrevocable. - Timing of deliveries. - Transportation mode. - Bank, account and IBAN code.	To be established in Arabic, French or English	Date, signature and stamp of the supplier. Validity: 120 days, this period begins the day after the ultimate date to receive tenders.
<b>TECHNICAL OFFER : <u>ENVELOPE "B"</u></b>			
2	Various technical documents including documentation about use and maintenance ( user manual, technical notice and maintenance manual) (See technical specifications : Paragraph 7)	To be established in Arabic, French or English	Date, signature and stamp of the supplier
3	Certificate proving that the supplier satisfies the requirements established by the standard EN 746-2: Safety Requirements of Industrial fired equipment.		
4	Warranty and shelf life. (See technical specifications : Paragraph 11)		
<b>ADMINISTRATIVE DOCUMENTS: "<u>OUTER ENVELOPPE "</u></b>			
Besides the two envelopes A and B, This envelope must include :			
5	- Administrative requirements terms. - Technical specifications terms. (Documents provided with the RFT dossier)		Initials on each page; date, signature and stamp of the supplier on the last page.

All documents of the tender file are to be signed by appending the wet stamp on the last page by the supplier himself or his duly elected representative.

The tenders have to be written in one of the languages hereafter: Arabic, French or English.

#### **ARTICLE 4: Additives to the tender file.**

After launching the consultation, additives to the tender documents could be:

- Either proposed by one or many suppliers at least four (04) weeks prior to the deadline to receive tenders, subject additives have to be submitted to the approval of the purchaser.
- Or initiated by the purchaser.

The additives that are proposed for the purpose of bringing modifications or précising details to the tender files will be addressed to all the candidates of the present consultation at least ten (10) days prior to deadline to receive tenders.

Any proposal received beyond the 10 days limit will not be accepted.

#### **ARTICLE 5: Settlement of the offer value:**

The tenders have to mention unit prices that will be multiplied by quantities to represent the whole value of the offer free of taxes.

The total amount of the tender is to be detailed as follows:

- Amount of goods FOB
- Amount of spare parts FOB
- Training Cost
- Freight Cost
- Total Cost (CFR): items to be delivered at Tunisian port or airport (INCOTERMS 2010).

#### **ARTICLE 6: Methods and delivery timing:**

The delivery procedures of the supplies will jointly be agreed during the case negotiation. The delivery must be carried out within a period not exceeding Twelve (12) months, starting from the date of opening of the letter of credit.

The supplier agrees to notify the buyer, by registered mail, e-mail or fax, ten days prior to shipping, with the following information:

- Quantities to be delivered.
- Number and type of packages.
- Weight and volume of each package.
- Date and place of loading.
- The Supplier also agrees to send, within two (02) days following the shipment:
  - A copy of AWB or The bill of loading.
  - A certificate of warranty that guarantees the products against any faulty construction, manufacturing or material (in accordance with the article 11.1 of technical specifications terms).
  - A Certificate of origin.
  - A certificate of conformity issued by the Supplier's competent department.

## **ARTICLE 7: Warranty:**

Under normal conditions of use, storage and handling, the supplier guarantees the products against any manufacturing or assembling defect for a minimum period of twelve (12) months starting from the delivery date of the products in Tunisia.

The guarantee insures the replacement of any goods that would have been acknowledged as being faulty, free of charge from the Buyer, within three (03) months.

However, should the replacement of faulty goods not have taken place within the above mentioned period, the clause of Article 20, which specified the penalties, will be applicable.

The products provided as a replacement under this article will be covered by the same warranty.

## **ARTICLE 8: Obligations:**

A/ - The Supplier warrants to the Buyer that the sale by the Supplier and the use by the Buyer do not constitute an infringement of any intellectual property rights of any person or application.

B/- The Supplier undertakes not to tolerate any interference, in his transactions with the Buyer, from any middleman whatever his qualification, name or references might be.

The Supplier explicitly confirms that his offer prices do not include any commission to any middleman and that no fees nor payment are due or will be due to any type of middle-agent on account of the conclusion and of the carrying out of this deal.

Should the Buyer have evidence that commissions have been paid during or after the carrying out of the deal, the amount of the said commissions would automatically be deducted from the amount of the case whereas the Buyer will reserve oneself the right to prosecute the Supplier, in competent courts, for material and moral damages.

In order to fulfil this clause, the Supplier agrees to accept any control, by the competent Administration, which could be requested by the Buyer.

Mediator's exclusion applies for all natural or moral persons resident in Tunisia or abroad.

## **ARTICLE 9: Offers examination and choice of the Supplier:**

The technical examination is carried out, in accordance with the technical specifications terms, on the lowest offer price.

The lowest offer price that is complying with the technical specifications terms will be reserved.

## **ARTICLE 10: information on results:**

Each candidate can be informed, on his own demand, about the result of his participation in accordance with regulation in force.

## **ARTICLE 11: Envelope opening:**

The opening of pleats and evaluation of offers will not be concluded in public sessions.

## **ARTICLE 12: Payment conditions:**

The total cost pertaining to the contract will be paid by an irrevocable and confirmed Letter of Credit which shall be established by BUYER in favour of the selected SUPPLIER at an amount equal to hundred percent (100%) of the total value of the Contract Price.

The opening of the credit letter is to be done once receipt by the Buyer of performance bond stipulated in article (18).

This credit is to be paid as follows:

**Seventy per cent** (70%) of the total amount of the contract after the presentation of the following documents:

- Five (5) copies of the commercial invoice describing the detailed delivery.
- A copy of AWB or The bill of loading established obligatorily in the name of the buyer
- Packing list.
- A certificate of warranty that guarantees the products against any faulty construction, manufacturing or material for a minimum period of twelve (12) months starting from the delivery date of the products in Tunisia (in accordance with article 7).
- A Certificate of Origin.
- A Copy of the Performance bond (5%) mentioned in article 18.
- A certificate of conformity issued by the Supplier's competent department.

**Thirty per cent** (30%) of the total amount of the contract dischargeable at delivery in Tunisia against a provisional delivery certificate within a period of 45 days starting from the date of reception and installation of goods in Tunisia.

## **ARTICLE 13: Controls during manufacturing and final acceptance:**

See Technical specification terms (Paragraph 9).

## **ARTICLE 14: Receipt of goods in Tunisia.**

In addition to the controls during manufacturing and the final acceptance mentioned in article thirteen (13), there are three other operations of receipt:

### **First step: installation**

The equipments will be installed in the Purchaser facilities in Tunisia by the supplier's representatives with the assistance of the Buyer's representatives.

The installation duration should be proposed by the Supplier in his offer and approved by the Purchaser.

### **Second step: temporary receipt:**

Upon delivery of goods in Tunisia the buyer proceeds to their receipt then transmits a provisional delivery certificate to the seller, if no anomaly is recorded, within a period of 45 days following the date of receipt of goods in Tunisia.

### **Third step: final receipt:**

Upon the expiry of a period of 12 months following the temporary receipt date, and if no complaint has been recorded by the buyer, the performance bond subject article 18 will be released following the expiry date mentioned above.

## **ARTICLE 15: Transport and handling:**

The supplier has to confide the transport of goods, **whenever it is possible**, to Tunisian companies (CTN or TUNIS AIR) or to their representatives.

## **ARTICLE 16: Marking.**

Crates and pallets, in which goods will be packed, will bear in addition to the marking mentioned in technical specifications terms, the following identifications:

\* Name and address of the addressee: Tunisie Défense Nationale/DGMA.

\* Number and date of contract.

## **ARTICLE 17: Costs, taxes, stamp and others:**

Any bank charges, taxes, stamp and other costs related to the contract and payable in Tunisia to be supported by the Buyer, except the bank charges due to the performance bond as well as the registration fees due to the local suppliers.

Any bank charges, taxes, stamp and other costs related to the contract and payable out of Tunisia will be to the expenses of the Supplier.

## **ARTICLE 18: Performance bond:**

The selected supplier agrees to deliver an irrevocable bank guarantee equivalent to five percent (05%) of the total amount of the contract, issued by the seller's bank and confirmed by a Tunisian bank who will be designated by the BUYER within twenty (20) days following the notification of the contract, in order to guarantee the proper carrying out of the present deal and to cover equipment guarantee.

This performance bond shall be returned until the end of forty five (45) days after the expiration of a period of 12 months following the temporary receipt date, in case the supplier fulfilled all his obligations rising from subject contract.

The Performance Bond can be replaced by a holdback amount for the same value of the Performance Bond and will be released with the same terms.

## **ARTICLE 19 : Training**

The selected supplier agrees to provide a user/instructor training course in Tunisia about the use and maintenance of goods for the Buyer in accordance with technical specifications terms **Paragraph 6**.

## **ARTICLE 20: Penalties**

Except for the circumstances of "Force Major" covered in Article Twenty one (21), the selected supplier will be held responsible for time delay or failure to deliver and this term consider the delivery of replacement items.

In case the contractual delivery date is expired solely due to default of the SUPPLIER; the BUYER has the right to claim a penalty equal to 0,5‰ of the value of goods not supplied on time, per each day of time delay.

The total penalty claimed cannot exceed five percent (5%) of the total contract price.



Penalties as mentioned in this article shall be in full and final satisfaction of SUPPLIER's liability for delay, but shall not relieve the SUPPLIER from its obligations under this contract.

#### **ARTICLE 21: "Force Majeure":**

When confronted with a case of "Force Majeure", the supplier is no longer bound to his obligations relating to delivery time - schedule. The supplier must inform the Buyer about the beginning and the end of the event, within fourteen (14) working days from the beginning and from the end of the said event.

This warning has to be confirmed by a public law organization and transmitted to the buyer by registered letter. The duration projected to carry out the contract will be extended by the number of days necessary to the end of the "Force Majeure". The supplier has to try strongly to avoid or overcome the situation of "Force Majeure" and to resume carrying out the contract as soon as the Major Events will be over.

Should the duration of the "Force Majeure" exceed three (3) months; the Buyer will be entitled to cancel the contract by registered mail. The concept of "Force Majeure" to be interpreted solely by arbitral tribunal in Tunis.

Should the supplier refuse to carry on with the contract once the "Force Majeure" is no longer present, the Buyer is entitled to claim, in addition to the penalties laid down under article twenty (20) mentioned above, damages resulting from the prejudice the Buyer suffered from the non-delivery of goods dealt with in the contract.

#### **ARTICLE 22: Cancellation**

Should the Supplier fail, totally or partially, to meet his contractual obligations, the Buyer in addition to implementing the penalty claims (article 20), will be entitled to cancel the part that has not been carried out. Such cancellation will be subsequent to a summons sent by registered mail to the Supplier.

Winding up, liquidation or insolvency of the Supplier will result in righteously cancelling the contract.

However, and within the fifteen (15) days following such an event, should the liquidator offer to carry on with the contract and under the same conditions, the Buyer will have the right to agree to such proposal.

The Buyer can cancel the case if it is settled that the selected supplier did give, himself or anybody interposed, promises, gifts or presents, in order to influence various procedures of contract conclusion and further steps of its realization.

In case of partial cancelling, both parties remain bound by their obligations pertaining to any part of the deal which has already been carried out.

Cancellation described in this article and in article twenty one (21) (Major Events) will induce either a statement of liquidation established amicably, or if not possible by means of right of recourse subject to article twenty three (23) (Dispute).

In all cases, cancellation involves a total or partial revocation of non used documentary credit.

**ARTICLE 23: Dispute:**

Any dispute susceptible to arise between both (2) parties will be, whenever possible, amicably settled between both (2) parties but should such a solution not be reached, any disagreement to be settled by an arbitral court in Tunis. The applicable law is the Tunisian law.

**ARTICLE 24: Approval:**

The contract will be valid only after decision by the competent contract commission of the BUYER as well as approval by Mr. the Minister of National Defense and after notification to the SUPPLIER, of the BUYER's approval ("Effective Date").

Approved by The Supplier on .....

## Technical specification For melting furnace

### I. Object:

The purpose of this technical specification concerns the supply, installation, pose and commissioning of a crucible furnace with above load for melting and holding of non-ferrous materials.

The required material must be delivered with all its related accessories and a lot of spare parts for a minimum period of support of 5 years.

This document covers the required specifications and performances of the supply.

### II. Applicable Documents:

EN 746-2: Safety Requirements of Industrial fired equipment

### III. Requirements:

**a) Material to be melted:** all copper alloys (brass) and Aluminum.

**b) Minimum capacity of furnace (liquid melted material):** between 20 and 30 liters.

**c) Heating energy:** Electrical energy 380V~three phases – 50 Hz.

**d) Regulation :** the furnace must be equipped with a system of regulation and control to allow:

- The programming of the working temperature.
- Continuous display of temperature settings.
- Automatic control of fusion and over temperature.

### IV. Accessories:

Accessories to be delivered with the furnace must include:

- Equipment for cast in ingots of around 10 kg, according to the capacity of the furnace.
- Equipment and ingredients for maintaining and the cleaning the furnace.

A detailed list of necessary required accessories must be provided by the supplier and approved by the purchaser.

### V. Lots of spare parts:

The supplier is called to communicate a lot of spare parts required to secure the support and operation of the furnace and this for a minimum period of (05) five years

A detailed list of spare parts constituting the required lot must be provided by the supplier and approved by the purchaser.

### VI. Installation, setting and running:



The supplier is called to communicate with his offer, an additional offer related to the installation, the setting and the running of the supplies as well as a training user / instructor, in Tunisia in favor of six Tunisian technicians.

The courses should be conducted either in Arabic, French or English language. A course didactic support must be provided prior to the progress of training.

The duration and the modalities of these benefits lot must be provided by the supplier and approved by the purchaser.

## **VII. Documentation:**

The tender must include a complete documentation in Arabic, French or English language that threats the use and the maintenance of the supplies they should be sufficient to ensure the use, repair and maintenance of the supplies by the technicians of the purchaser.

## **VIII. Delivery Conditions :**

### **VIII.1. Packing**

The supplies must be delivered in suitable case containing the furnace with its complet-related lot of accessories as well as the lot of spare parts and complete documentation either in Arabic, French or English language to ensure the right use and maintenance of the supplies by the technicians of the purchaser.

### **VIII.2. Marking**

The markings on the supplies must be sufficiently explicit to allow the safe start, handling and use of equipment.

## **IX. Acceptance conditions:**

### **IX.1 Visual inspection:**

The following checks are be conducted:

- Supplies are complete,
- Paint and finish must present any visible defect, blister, splinter, scratch,
- The documentation is complete (user manual, maintenance manual, illustrated catalog of spare parts ...).

### **IX.2 Inspection of the main parts:**

This operation will be done in the presence of representatives of the supplier on the occasion of installation, setting and running of the supplies.

### **IX.3. Corrosion resistance:**

The supplier should communicate with his offer a certificate which ensures that the supplies are properly treated and protected against corrosion.

### **IX.4. Technical receipt:**

The final technical receipt of supplies will be conducted on the purchaser site during the period of training which will be assisted by the representative of the supplier.

The visual inspections indicated above as well as the operation control will be applied to the supplies to ensure full compliance with the various requirements specified in the present document.

If during the receipt, a default or more will be noticed (a visual or functional defect), the supplier undertakes to apply warranty procedure subject of this document.

**X. Transport and handling:**

The case of packing should support the transport conditions through maritime, aerial or land road, and handling without any crack or detachment or disorganization or damage to its content.

**XI. Warranty and shelf life:**

**XI.1. Warranty:**

The minimal warranty is 12 months.

**XI.2. Shelf life:**

The supplier guarantees the supplies against any manufacturing or assembling defect under normal condition of storage, handling and operating.

The supplier commits himself to replace the supplies found defective within three (3) months from their reception, and without any expenses for the purchaser.



