

Tender # 84/KTDMC/2020-21

FINANCIAL PORPOSAL

BID DOCUMENTS

**FOR SUPPLY, COMMISSIONING AND INSTALLATION OF
VARIOUS MACHINES AS PER ANNEXURE E-1 TO E-7**

THROUGH

NATIONAL COMPETITIVE BIDDING

AT

KARACHI TOOLS, DIES & MOULDS CENTRE

***Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited,
Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan
Ph: (92-21) 35120501 & 35120499 - 500 Fax: (92-21) 35121890***

Issued To: _____

Date of Issuance: _____

Important Note:

The bidder shall stamp and sign every page of the bidding documents. The bidder shall seal the bidding documents in an envelope & affix stamp thereto. Name of the Items offered shall be mentioned conspicuously on the envelope.

Envelops shall:

- Be addressed to "Procurement Department, Karachi Tools, Dies & Moulds Centre Sector 38, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan".
- Bear the words, "Invitation to bid for Machines (Financial Proposal) Tender # 84/KTDMC/2020-21".
- Bear the words, "DO NOT OPEN THE BID BEFORE (date & time of opening)".

INSTRUCTIONS TO BIDDERS

A. GENERAL

i. Scope of bid

Sealed bids are invited for the supply, commissioning, installation and successful inspection of various machines as per annexure E-1 to E-7.

ii. Qualification of the bidder

By submission of documentary evidence in its bid, a bidder must establish to the KTDMC's satisfaction that it has the financial, technical, and production capability necessary to perform the Purchase Order.

iii. Cost of the bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, and KTDMC will in no case be responsible or liable for those costs.

iv. Inquiry of the bid

Bidder may visit KTDMC premises and review the relevant documents and conduct site survey by the permission of the KTDMC but such permission shall only be allowed on application made in writing by the bidder at least four days before the date of closing the bid.

v. Eligible bidders & bid

The invitation is open to all prospective suppliers who have complete support and service facilities and has well trained staff and experts.

B. THE BIDDING DOCUMENTS

i. Contents of bids

This bidding document (financial proposal) be completed and returned to KTDMC together with the following documents, in accordance with the instruction to bidder.

Financial proposal along with revised technical proposal (if any)

- Bid Form (Annexure "A").
- Bid Security(Annexure"B").
- Form of Contract (Annexure "C")
- Financial (Annexure E-1 to E-7)
- Any other document prescribed to be submitted with the bid.

ii. Clarification of bidding documents

A prospective bidder requiring any clarification of the bidding documents may notify the KTDMC in writing at the KTDMC's address at least four working days before tender opening.

During the bid evaluation, the KTDMC may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

C. PREPERATION OF BID

i. Language of bid

The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the Bidder and the KTDMC shall be written in English language.

ii. Documents comprising the bid

The bid submitted by the bidder shall, in addition to the requirement as mentioned in clause (i) of Section B of the bid documents, comprise:

- A Bid Form (Annexure A) duly completed and signed by a person or persons duly authorized to bind the bidder to the contract.
- All price schedules duly completed and signed by a person or persons duly authorized to bind the bidder to the purchase order.
- Term of payments
- Period of validity of bid

iii. Participation in tender

A bidder may bid for a single machine or a multiple machine. Price of every machine should be bid separately. ***Bid for every machine shall be compared individually.***

iv. Bid Prices

Price must be quoted on **DDP** basis, inclusive of its delivery at KTDMC's site (after payment of freight, handling, insurance, customs, duties, taxes etc) installation, commissioning, training, trials and accessories.

v. Bid Validity

Period of validity of bid price shall remain valid for **120 days** after the date of bid opening. Prices quoted by the bidders shall remain fixed and valid until completion of contract period.

vi. Bid Security

The bidders shall furnish as part of bid, a bid security equivalent to **2%** of total bid amount stated in the tender notice on bid security form. (As per Annexure B) should be submitted with bidding documents. It shall be valid for **120 days**.

vii. Bid Currencies

Bid price must be in Pakistan Rupees.

viii. Acceptance of bid

KTDMC reserves the right to ACCEPT or REJECT any or all Bids, as per PPRA rules, 2004.

ix. Performance guarantee

Successful bidder shall submit performance guarantee of the value of **10%** of total amount on award of purchase order for the duration of delivery time including warranty period.

The Supplier shall provide a Performance guaranty in the form of bank guarantee from any scheduled bank in Pakistan or duly counter- guaranteed by scheduled bank in Pakistan. The cost of complying with the requirements of this sub-clause shall be borne by the supplier.

Discharge of performance guaranty shall take place after expiry of warranty period.

D. SUBMISSION OF BIDS

i. Sealing and marking of bids

The bidder shall seal the bidding documents in an envelope & affix stamp thereto
Envelops shall:

- a) Be addressed to “Procurement Department, Karachi Tools, Dies & Moulds Centre Sector 38, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan”.
- d) Bear the words, “Invitation to bid for Machines (Financial Proposal) Tender # 84/KTDMC/2020-21”.
- b) Bear the words, “DO NOT OPEN THE BID BEFORE (date & time of opening)”.
- c) Bear the name, address and contact number of the bidder at which the bid could be returned unopened, if it is declared “LATE”.

ii. Deadline for submission of bids

Financial proposal shall be opened at the time and date communicated in advance to all bidders.

iii. Late bids

Any bid received by the KTDMC after the bid submission deadline prescribed by the KTDMC in the document will be rejected and returned unopened to the bidder.

iv. Modification or withdrawal of bids

A bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the KTDMC prior to the deadline prescribed for bid submission.

E. BID OPENING AND EVALUATION

i. Opening of bids by KTDMC

The bid shall be opened in the office of KTDMC, Sector 38 NC No-24 Korangi Creek Industrial Park, adjacent to Pakistan Refinery Ltd. Korangi Creek Road Karachi Pakistan.

The KTDMC will open all bids as per single stage bidding procedure, including withdrawals and modifications, in public, in the presence of bidders’ or their representatives who may choose to attend, at the time, on the date and at the place specified in the bid document. Bidders’ representatives shall sign a register as proof of their attendance.

ii. Bid opening statement

The KTDMC shall prepare bid opening statement and disclose the information with bidder who shall be present at the time of bid opening.

iii. Preliminary examination of bids

KTDMC will examine the bids to determine whether they are complete and generally in order without any computational errors.

The KTDMC may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Prior to the detailed evaluation, the KTDMC will determine whether each bid is of acceptable quality, complete, and substantially responsive to the bidding documents.

Arithmetical error will be rectified on the basis, if there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price. If there is a discrepancy between words and figures, the amount in the words will prevail. If a bidder does not accept the correction of errors, its bid will be rejected.

If a bid is not substantially responsive, it will be rejected by the KTDMC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The KTDMC's determination of bid responsiveness will be based on the contents of the bid itself.

iv. Evaluation and comparison of bids

Bidding committee will evaluate the items being offered. Following criteria will be observed for the selection of items.

- "PRELIMINARY EXAMINATION AND ASSESSMENT OF QUALIFICATIONS" are the minimum mandatory conditions that bidder must meet for submission of bidding documents. These requirements are assessed as either being 'Responsive' or 'Non-Responsive' by bidder during the first stage of evaluation of their submission. Non-Responsive in conditions for participation will eliminate a bidder from further consideration.
- The evaluation of items should be strictly in accordance with the specifications given in annexure. Therefore specifications provided in this bidding document constitute a minimum standard, which bidder must fulfill. Bids which do not reach these standards are not-complaint. Specifications which are equal or exceeding the standards are responsive. The evaluation is conducted on a complaint or not-compliant basis.

v. Contacting the KTDMC

From the time of bid opening to the time of purchase order, if any bidder wishes to contact the KTDMC on any matter related to the bid, it should do so in writing.

If a bidder tries to directly influence the KTDMC or otherwise interference the bid evaluation process and the purchase order award decision, its bid may be rejected.

F. POST-QUALIFICATION AND AWARD OF PURCHASE ORDER

i. Post-qualification

KTDMC will determine to its own satisfaction whether the bidder that is selected as having submitted the lowest evaluated bid or for any other reason is qualified to perform the contract period satisfactorily.

KTDMC will also evaluate the bidder's financial and technical capabilities on the basis of examination of the documentary evidence of the bidder's qualifications, as well as other information that KTDMC deems necessary and appropriate. The determination may include visits or interviews with the client of the bidder given as reference in its bid, site inspections, and any other measures that it may deem necessary. At the time of post-qualification KTDMC may also carry out tests to determine that the performance or functionality of the 'Scope of Works' offered meets the standard requirements of KTDMC.

ii. Award Criteria

KTDMC will award the purchase order to the bidder whose bid has been determined to be substantially responsive and the lowest evaluated bid, provided further that the bidder has been determined to be qualified to perform the purchase order satisfactorily.

iii. Notification of Award

Prior to the expiration of the period of bid validity, KTDMC will notify the successful bidder in writing by registered letter, or by electronic means to be subsequently confirmed in writing by registered letter, that its bid has been accepted.

iv. Purchase Order

After completion of bid procedure and award of contract to successful bidders, the successful bidder will be bound to terms & condition mentioned in bidding documents.

v. Warranty

- The bidder further warrants that the services to be carried out under the purchase order will conform to generally accepted professional standards and engineering principles in Pakistan.
- The bidder shall provide warranty as per Annexure D-1 to D-7.
- Warranty will be as per standard.
- KTDMC shall promptly notify the qualified bidder in writing of any claim arising under the warranty.
- Upon receipt of such notice, the bidder shall promptly but not later than seven working days of such request, respond in writing about repairs and replacement.
- If the bidder, after having been notified, fails to provide remedy for the defects in accordance with the purchase order and specification, KTDMC may proceed to take such remedial action as may be necessary, at the supplier's expense. The supplier's warranty pursuant to the clause is without prejudice to any other rights or remedies available to KTDMC.

vi. Delivery time or completion schedule

Selected firm will be bound to supply / deliver of Machinery by using their own transportation. Machinery is to be delivered according to schedule.

- The time for delivery & successful installation of the machinery at KTDMC will be followed as per attached annexure.
- No extension of time is allowable unless it is due to change of specifications of each set of Machinery, notified in writing by the buyer or due to force majeure as envisaged in Clause M, hereunder.
- Provided that the extension of time as aforesaid shall only be applicable to a specific set of Machinery for which the certain situation arises as discussed in sub-clause (ii), above.
- The supplier shall demonstrate to the buyer satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and both parties will mutually agreed upon remedies to mitigate or overcome such causes for delay.
- Buyer shall have the right to claim from the supplier payment of percentage equal to one tenth of one percent of the price of each item of the supplies not timely delivered for each calendar

day, of delay, provided, however, that the total claim of payment shall not exceed ten (10) percent of the price of such incomplete items, or without prejudice to the provisions

- Supplier shall not be liable for delay of delivery & installation of Machinery if caused by Force Majeure.

vii. Spares & Accessories

The supplier shall ensure the availability of spare parts and accessories for 10 years.

viii. Applicability of Pakistan's Laws

Anything contained in the documents which are in contraventions of the laws shall be considered as null and void.

ix. Indemnity

- The supplier shall undertake to indemnify KTDMC against any defects or shortfalls in the Machinery.
- The supplier shall undertake to indemnify the KTDMC against any infringement of any intellectual property rights in respect of the Machinery.

x. Termination

- KTDMC may, without prejudice to any other remedy for breach of contract/purchase order by written notice of default sent to the bidder, terminate the purchase order in whole or in part.
- KTDMC shall have the right to terminate/cancel the purchase order concluded between the bidder and KTDMC, if:
- The bidder fails otherwise to perform, fulfill or comply with terms & conditions, regulations and requirements of the purchase order to carry out the work in accordance with the provisions thereof or abandons the shipment.
- The bidder becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.

xi. Inspection & Test:

- The purpose of the inspection is to verify and confirm that the Machinery is in accordance with specification stated in bidding documents and annexure.
- The supplier is liable get the machinery and its components/parts physically verified to the buyer
- Supplier shall be liable to furnish calibration and test report of the manufacturer.
- Successful testing of machinery includes
 - a. Installation.
 - b. Commissioning
 - c. Training
- If any inspected or tested Machinery fail to conform to the specifications, KTDMC may reject the supply and the supplier shall either replace the rejected machinery or provide alternatives to meet the requirements of the specifications to the satisfaction of the KTDMC free of cost.

xii. Terms of payment:

- 70% of the sale price will be released by the company to the supplier on successful delivery of the machinery without any defect at KTDMC office. Supplier will arrange delivery, loading unloading, transit insurance, handling at port and transportation from port to KTDMC at its own risk & cost.
- 30% balance payment will be released on completion of installation & successful trial test of machinery and an acceptance certificate for the completion of said job will be issued & duly signed jointly by both parties.
- All the payments shall be made after deduction of withholding or other applicable taxes, the receipt whereof shall be handed over to the supplier at the time of making final payment.



Norwegian Embassy
Islamabad



Annexure "A"

BID FORM

To,
Procurement Department,
Karachi Tools, Dies & Moulds Centre,
Sector No, 38, NC No 24, Adjacent to Pakistan Refinery Limited,
Korangi Creek Industrial Park, Korangi Creek Road, Karachi Pakistan.

Gentleman:

Having examined the bidding documents for the supply, delivery of machinery including the specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver goods in conformity with the said bidding documents including addenda Nos. (Insert Numbers), for the sum of (total bid amount in words and figures) _____ or such other sums as may be ascertained in accordance with the price schedule attached and made part of the bid.

We agree to abide by the bid for a period of 120 days from the date fixed for bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal agreement/purchase order is prepared and executed, the bid, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement/purchase order between us. We understand that you are not bound to accept the lowest price or any Bid that you may have received.

Dated the _____ day _____ of 20.

(Signature)

(In the Capacity of)

Duly authorized to sign Bid for and on behalf of M/S _____

Signature of Witness I

Signature of Witness II

Address _____

Address _____

Date _____

Date _____





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Norwegian Embassy
Islamabad



BID FORM SUMMARY

S.No	Details	Remarks
1	Bid Security	2% of total bid price
2	Bid Validity	120 Days
3	Bid Prices	DDP basis
4	Warranty Period	Terms as per AnnexureD-1 to D-7
5	Delivery Period	Terms as per Annexure D-1 to D-7
6	Performance Guarantee	10% of total purchase amount



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Annexure “B”**BID SECURITY FORM**

Whereas _____ (hereinafter called “The bidder”) has submitted its bid date _____ for supply and _____ installation of Machinery _____ (insert brief description of the ‘Machinery’) (hereinafter called “The bid”). Know all the presents that we _____ of having our registered office at _____ (hereinafter called “The bank”) are bound up to (insert name of Buyer) (hereinafter called “The buyer”) in the sum of (Amount of the guarantee in words and figures) for which payment well and truly to be made to the said buyer, the bank binds itself, its successors and assigns, by these presents. Sealed with the common seal of the Bank the _____ day of _____

THE CONDITION of the obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form,
2. If the bidder having been notified of the acceptance of its bid by the buyer during the period of the bid validity,
 - a) Fails or refuses to execute the agreement form/purchase order, when requested or,
 - b) Fails or refuses to furnish the performance security, in accordance with the instruction to bidder

We undertake to pay to buyer up to the above amount, according to, and upon receipt of, the first written demand, without the buyer having to substantiate its demand, provided that in the its demand the buyer will note that the amount claimed by it is due to its owing to the occurrence of one or both of the two above-stated condition, specifying the occurred condition or conditions. The guarantee will remain in force up to and including thirty (120) days after the period of bid validity, and any demand in respect thereof should reach the bank not later than such date.

(Name of Bank)

Signature of Witness

Authorized Representative

Annexure ‘C’

Form of contract

THIS CONTRACT (hereinafter called the “contract”) made on the ____ day of _____ 2000
____ between _____ (hereinafter called the “Employer”) of the one part
and _____ (hereinafter called the “Contract”) of the other part.

WHEREAS the employer is desirous that certain works, viz _____ should be
executed by the contractor and has accepted a bid by the contract or for the execution and
completion of such works and the remedying of any defects therein.

NOW this agreement witnessed as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively
assigned to them in the conditions of contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to
instructions to bidders, shall be deemed to form and be read and construed as part of this
agreement, viz:
 - The letter of acceptance/intent;
 - The completed form of bid
 - Conditions of contract
 - The price
3. In consideration of the payments to be made by the employer to the contract or as hereinafter
mentioned the contract or hereby covenants with the employer to execute and complete the
works and remedy defects therein in conformity and in all respects within the provisions of
the contract.
4. The employer hereby covenants to pay the contract or, in consideration of the execution and
completion of the works as per provisions of the contract, the contract price or such other sum
as may become payable under the provisions of the contract at the times and in the manner
prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed on the day,
month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



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