

**Bidding Documents
For
Procurement Of
Oil & Lubricants.**

Bid No. 114/KTDMC/2022-23

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I- Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section contains provisions that are to be used without modifications.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV- Eligible Countries

This Section contains information regarding eligible countries.

Section V- Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

Section VI- Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Securing Declaration etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII- General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

Section VIII- Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX- Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Security will be submitted by the successful bidder (if require) to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A: BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

Bid No. 114/KTDMC/2022-23
For
Procurement of Oil & Lubricants.

Date: 9th July, 2023

1. This Invitation to Bids follows the Procurement Advertisement (PA) No. **114/KTDMC/2022-23** for the subject Procurement which appeared in **Newspaper** dated **9th July, 2023**.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year **2023-24**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Procurement of Oil & Lubricants**.
3. The Karachi Tools, Dies & Moulds Centre now invites sealed bids from eligible Suppliers of **Procurement of Oil & Lubricants**.
4. The bidding shall be conducted in line with the **Single Stage – One Envelop** bidding procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. The original bid, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address given below, on or before **25th July, 2023 at 10:30 am**. The bids will be opened promptly at **11:00 am** thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the Sector No. 38, NC No.24, Korangi Creek Industrial Park, adjacent to Pakistan Refinery Limited, Korangi Industrial Area, Korangi Creek Road, Karachi, Pakistan.

Karachi Tools, Dies & Moulds Centre

Procurement Department

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 & 35121890 | Website: www.ktdmc.com

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

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| 1. Scope of Bid | 1.1. | The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Schedule of Requirements & Technical Specifications . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS . |
| 2. Source of Funds | 2.1. | Source of funds is referred in Clause-2 of Invitation for Bids. |
| 3. Eligible Bidders | 3.1. | A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. |
| | 3.2. | The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency. |
| | 3.3. | Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid. |
| | 3.4. | Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority. |
| | 3.5. | The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. |
| | 3.6. | Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, |

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| | | before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process. |
| | 3.7. | <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process. |
| | 3.8. | <p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> a) he is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; |

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| | | <p>d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p> |
| | 3.9. | Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively. |
| | 3.10. | Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request. |
| 4. Eligible Goods and Related Services | 4.1. | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-IV titled as “Eligible Countries”. |
| | 4.2. | For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied. |
| | 4.3. | If so, required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan, the goods indicated in its Bid. |
| 5. One Bid per Bidder | 5.1. | A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. |
| 6. Cost of Bidding | 6.1. | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. BIDDING DOCUMENTS

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| 7. Contents of Bidding Documents | 7.1. | <p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with addenda issued, if any, in accordance with ITB 9.2 include:</p> <p>Section I - Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligible Countries Section V - Schedule of Requirements & Technical Specifications Section VI - Forms – Bid Section VII - General Conditions of Contract (GCC) Section VIII - Special Conditions Section IX - Contract Forms</p> |
| | 7.2. | The number of copies to be completed and returned with the Bid is specified in the BDS . |
| | 7.3. | The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the pdf version downloaded from the website of the Procuring Agency. |
| | 7.4. | The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid. |
| 8. Clarification of Bidding Documents | 8.1. | A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS . |
| | 8.2. | The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 22.1. However, this clause shall not apply in case of alternate methods of Procurement. |
| | 8.3. | Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a |

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| | | <p>description of the inquiry, but without identifying its source.</p> <p>In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.</p> |
| | 8.4. | Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9. |
| | 8.5. | If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents. |
| | 8.6. | Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
| 9. Amendment of Bidding Documents | 9.1. | Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda. |
| | 9.2. | <p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p> |

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| | 9.3. | To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids. |
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C. PREPARATION OF BIDS

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| 10. Language of Bid | 10.1. | The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern. |
| 11. Documents and Sample(s) Constituting the Bid | 11.1. | <p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; e) Bid Securing Declaration furnished in accordance with ITB 18; f) Power of Attorney authorizing the signatory of the Bidder to submit the bid; and g) Any other document required in the BDS. |
| | 11.2. | <p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; |

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| | | <ul style="list-style-type: none"> b) carriage paid; c) received on, or before, the closing time and date for the submission of bids; and d) evaluated to determine compliance with all characteristics listed in the BDS. |
| | 11.3. | <p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"> a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet. |
| | 11.4. | Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them |
| | 11.5. | All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law). |
| 12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents | 12.1. | Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver. |
| | 12.2. | <p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential Technical Specification and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specification demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specification; c) any other procurement specific documentation requirement as stated in the BDS |
| | 12.3. | For purposes of the commentary to be furnished pursuant to ITB 12.2(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specification, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or |

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| | | catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification. |
| | 12.4. | The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version. |
| 13. Documents Establishing Eligibility and Qualification of the Bidder | 13.1. | Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted. |
| | 13.2. | The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries". |
| | 13.3. | The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> a) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. b) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specification. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet. |
| 14. Form of Bid | 14.1. | The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted. |
| 15. Bid Prices | 15.1. | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods, it proposes to supply under the contract. |
| | 15.2. | A bidder may bid for one or more or all items stated in the Schedule of Requirements. |
| | 15.3. | Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (cutting charges, freight, handling, insurance, customs, duties, taxes, loading/unloading, etc., if any) incidental to delivery at KTDMC. |
| | 15.4. | Any or all the items, a bidder offers to supply, must be listed and priced separately in the Price Schedule(s). |

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| | 15.5. | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27. |
| 16. Bid Currencies | 16.1. | Prices shall be quoted in Pakistan Rupees, unless otherwise specified in the BDS. |
| 17. Bid Validity Period | 17.1. | Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid securing declaration. |
| | 17.2. | Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Securing Declaration provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects. |
| 18. Bid Securing Declaration | 18.1. | Pursuant to ITB 11, the Bidder shall furnish as part of its Bid, a Bid Securing Declaration as specified in the BDS in the format provided in Form 2 of Section VI (Standard Forms) |
| | 18.2. | The Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.5. |
| | 18.3. | The Bid Securing Declaration shall be furnished in accordance with the Form 2 of Section VI (Standard Forms) |
| | 18.4. | Any Bid not accompanied by a Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non- responsive, pursuant to ITB 27 |
| | 18.5. | The Bid Securing Declaration executed: a) if a Bidder: i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii. does not accept the correction of errors pursuant to ITB 29.3; or |

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| | | b) in the case of a successful Bidder, if the Bidder fails: <ol style="list-style-type: none"> i. to sign the contract in accordance with ITB 38; or ii. to furnish performance security (or guarantee) in accordance with ITB 39 (if required). |
| 19. Withdrawal, Substitution, and Modification of Bids | 19.1. | Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice. |
| | 19.2. | Bids requested to be withdrawn in accordance with ITB 19.1 shall be returned unopened to the Bidders. |
| 20. Format and Signing of Bid | 20.1. | Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice. |
| | 20.2. | The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. |
| | 20.3. | Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder |

D. SUBMISSION OF BIDS

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| 21. Sealing and Marking of Bids | 21.1. | Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened. |
| | 21.2. | The envelope shall: <ol style="list-style-type: none"> a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 22.1. |

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| 22. Deadline for Submission of Bids | 22.1. | Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS. |
| | 22.2. | The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |
| 23. Late Bids | 23.1. | The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. |
| | 23.2. | Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder. |
| 24. Withdrawal of Bids | 24.1. | A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid is received by the Procuring Agency prior to the deadline for submission of Bids. |
| | 24.2. | Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 21 |

E. OPENING AND EVALUATION OF BIDS

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|----------------------------|-------|---|
| 25. Opening of Bids | 25.1. | The Procuring Agency shall open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance. |
| | 25.2. | The bidders' names, bid modifications or withdrawal, Bid prices, the total amount of each Bid, the presence or absence of Bid Securing Declaration, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency. |
| | 25.3. | No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 23. |
| | 25.4. | The Procuring Agency shall prepare minutes of the Bid opening. |
| | 25.5. | The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. |
| 26. Confidentiality | 26.1. | Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other |

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| | | persons not officially concerned with such process until the time of the announcement of the respective evaluation report. |
| | 26.2. | Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid. |
| | 26.3. | Notwithstanding ITB 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication. |
| 27. Clarification of Bids | 27.1. | To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. |
| | 27.2. | The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. The correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 30. |
| | 27.3. | The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder |
| | 27.4. | From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication. |
| 28. Preliminary Examination of Bids | 28.1. | Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and |

| | | |
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| | | <p>e) is substantially responsive to the requirements of the Bidding Documents.</p> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p> |
| | 28.2. | <p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. |
| | 28.3. | <p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected</p> |
| | 28.4. | <p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</p> <ul style="list-style-type: none"> a) Furnish required information concerning the number of its employees; b) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, |

| | | |
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| | | the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature. |
| | 28.5. | If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness. |
| 29. Examination of Terms and Conditions; Technical Evaluation | 29.1. | The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| | 29.2. | The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 21, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specification of the Bidding Documents have been met without material deviation or reservation. |
| | 29.3. | If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 28, it shall reject the Bid. |
| 30. Correction of Errors | 30.1. | <p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. |
| | 30.2. | The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If |

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| | | the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Securing Declaration may be executed in accordance with ITB 18.5. |
| 31. Evaluation of Bids | 31.1. | The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 28. |
| | 31.2. | In evaluating each item included in the Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Schedule of Requirements and Technical Specification. |
| | 31.3. | The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) price, inclusive of the costs (freight, handling, insurance, customs, duties, taxes, loading/unloading, etc.) incidental to delivery, installation, commissioning, trial & training at KTDMC for each item separately, the bidder proposes to deliver under the contract. |
| 32. Domestic Preference | 32.1. | If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time. |
| 33. Determination of Most Advantageous Bid | 33.1. | The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each item separately, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and accordance with the schedule of requirements and Technical Specification, to determine the most advantageous bid, for each item individually. |

F. AWARD OF CONTRACT

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| 34. Criteria of Award | 34.1. | The Procuring Agency will award the Contract to the Bidder(s) whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder(s), provided that such Bidder has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and |
| 35. Procuring Agency's Right to reject All Bids | 35.1. | Notwithstanding ITB 34, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. |
| | 35.2. | Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids. |
| | 35.3. | The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds. |

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| 36. Procuring Agency's Right to Vary Quantities at the Time of Award | 36.1. | The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents. |
| | 37.1. | Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. |
| 37. Notification of Award | 37.2. | Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. |
| | 37.3. | The notification of award will constitute the formation of the Contract, subject to the Bidder signing of the contract in accordance with ITB 38.2. |
| | 37.4. | Upon the successful Bidder's signing of Contract the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Securing Declaration of the Bidders. |
| | 38.1. | Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. |
| 38. Signing of Contract | 38.2. | Immediately after the Redressal of grievance by the GRC, if any, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract. |
| | 38.3. | Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract. |
| | 39.1. | After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. |
| 39. Performance Security (or Guarantee) | 39.2. | The Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS. |
| | 39.3. | Failure of the successful Bidder to comply with the requirement of ITB 39.1 shall constitute sufficient grounds for the annulment of the award and execution of the |

| | | |
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| | | Bid Securing Declaration, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids. |
| 40. Arbitrator | 40.1. | The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC. |
| 41. Corrupt & Fraudulent Practices | 41.1. | Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices. |

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

| | | |
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| 42. Constitution of Grievance Redressal | 42.1. | Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist, depending the nature of the procurement. |
| 43. GRC Procedure | 43.1. | Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. |
| | 43.2. | Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report. |
| | 43.3. | In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. |
| | 43.4. | In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelops bidding procedure is adopted. |
| | 43.5. | The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. |
| | 43.6. | Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee. |

| | | |
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| | 43.7. | The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal. |
| | 43.8. | The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. |
| | 43.9. | The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. |
| | 43.10. | The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final |

H. MECHANISM OF BLACKLISTING

| | | |
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| 44. Mechanism of Blacklisting | 44.1. | The Mechanism of Blacklisting shall be in accordance with the Public Procurement Rules, 2004, including rule 19 of the rules. |
|--------------------------------------|-------|---|

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

A. Introduction

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|-------------------|------------|---|
| 1. | 1.1 | <p>Name of Procuring Agency : Karachi Tools, Dies & Moulds Centre</p> <p>The subject of procurement is: Procurement of Oil & Lubricants.</p> <p>Period for delivery of goods: The duration of contract shall be 90 Days</p> <p>Commencement date for delivery of Goods: After signing of contract in accordance with the schedule of requirement.</p> |
| 2. | 2.1 | <p>Financial year for the operations of the Procuring Agency : For the year ending June 30, 2024</p> <p>Name of financing institution : Karachi Tools, Dies & Moulds Centre</p> <p>Name and identification number of the Contract: Procurement of Oil & Lubricants. Reference # 114/KTDMC/2022-23</p> |
| 3. | 3.1 | Maximum number of members in the joint venture, consortium or association shall be: Three (03) |
| 4. | 4.1 | Ineligible country(s) are: Refer Section-IV |
| 5. | 4.3 | Demonstration of authorization by manufacturer: In accordance with the Schedule of Requirements. |

B. Bidding Documents

| | | |
|----|-----|--|
| 6. | 7.2 | The number of documents to be completed and returned is one set of original documents |
| 7. | 8.1 | The address for clarification of Bidding Documents is: Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan |
| | 8.5 | Pre-bid meeting will not be held. |

C. Preparation of Bids

| | | |
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| 8. | 10.1 | The Language of all correspondences and documents related to the Bid is: English |
| 9. | 11.1 (b) | Detail of sample(s)/specification to be submitted with the Bid: In accordance with the Schedule of Requirements and Technical specification. |
| 10. | 13.3 | The qualification criteria required from Bidders in ITB 13.3 and shall meet the criteria listed at Form 3: Form of Qualification Information |
| 11. | 15.3 | Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (Cutting Charges, Freight, Handling, Insurance, Customs, duties, Taxes, Loading/unloading, etc., if any) incidental to delivery at KTDMC. |
| 12. | 15.5 | The price shall be fixed. |
| 13. | 16.1 | Prices shall be quoted in Pakistan Rupees. |
| 14. | 17.1 | The Bid Validity period shall be 30 Days. |
| 15. | 18.1 | Bid Securing Declaration is applicable: Yes |
| 16. | 18.3 | The Bid Securing Declaration shall be furnished in accordance with the Form 2 of Section VI (Standard Forms) |
| 17. | 20.2 | Written confirmations of authorization are: General Power of Attorney must be submitted. |

D. Submission of Bids

| | | |
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| 18. | 21.2 | Bid shall be submitted Karachi Tools, Dies & Moulds Centre Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan Street address: Sector no 38, Adjacent to Pakistan Refinery Limited Building/Plot No. NC No24, Korangi Creek Industrial Park, Korangi Creek Road Floor/Room No.: Board Room |
|-----|------|--|

| | | |
|-----|----------|---|
| | | City/Town: Karachi, Pakistan |
| 19. | 21.2 (b) | ITB Title and No: Procurement of Oil & Lubricants. under reference tender # 114/KTDMC/2022-23 |
| 20. | 22.1 | Bear the words, “DO NOT OPEN BEFORE” Time and date for submission: 25th July, 2023 till 10:30 am. |
| 21. | 23.1 | The deadline for Bid submission is a) Day: Tuesday b) Date: 25th July, 2023 c) Time: 10:30 am |

E. Opening and Evaluation of Bids

| | | |
|-----|------|---|
| 22. | 25.1 | <p>The Bid opening shall take place at: Karachi Tools, Dies & Moulds Centre</p> <p>Street address: Sector no 38, Adjacent to Pakistan Refinery Limited Building/Plot No.: NC No24, Korangi Creek Industrial Park, Korangi Creek Road</p> <p>Floor/Room No: Board Room (KTDMC)</p> <p>City/Town: Karachi</p> <p>Country: Pakistan</p> <p>Day: Tuesday</p> <p>Date: 25th July, 2023</p> <p>Time: 11:00 am</p> |
| 23. | 33.1 | <p>Evaluation Techniques</p> <p>Least Cost Based Selection (LCBS)</p> <p>The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each item separately, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and accordance with the Schedule of Requirements and Technical Specification, to determine the most advantageous bid, for each item individually.</p> |

F. Award of Contract

| | | |
|-----|------|--|
| 24. | 39.1 | The successful bidder shall furnish the Performance Security (or guarantee): Not Applicable |
| 25. | 39.1 | The Performance Security (or guarantee) shall be in the form of: Not Applicable |
| 26. | 40.1 | Arbitrator shall be appointed by mutual consent of the both parties. |

G. Review of Procurement Decisions

| | | |
|-----|------|---|
| 27. | 43.1 | The address of the Procuring Agency Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan |
| 28. | 43.6 | The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254 |

SECTION IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

- India
- Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION

Schedule of Requirements

The successful bidder shall deliver the following items within four (04) after issuance of Purchase Order, at its own cost and risk at KTDMC - Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, and Korangi Creek Road Karachi, Pakistan:

| Item description | UOM | Qty | Technical Specification |
|---|-----|------|--------------------------|
| 1. OIL & LUBRICANTS | | | |
| 1.1. Compressor Oil 46 or Equivalent | LTR | 20 | Refer to Annexure – A |
| 1.2. Oil Kerosene | LTR | 5100 | |
| 1.3. Compressor Oil Korena S-68 or Equivalent | LTR | 20 | |
| 1.4. Compressor Oil 4000 or Equivalent | LTR | 20 | |

TECHNICAL SPECIFICATION FOR OIL & LUBRICANTS

Annexure "A"

The bidder shall submit the Product Data Sheet of the following item along with the Bid to establish the eligibility of goods with the Technical specification.

| SR. NO. | ITEM / DESCRIPTION | UNIT OF MEASURE | APPROX. QUANTITY |
|--------------------------------|--|-----------------|------------------|
| 4. OIL & LUBRICANTS | | | |
| 1.1.1. | Compressor Oil 46 or Equivalent | LTR | 20 |
| 1.2.1. | Oil Kerosene (Standard Specification) | LTR | 5100 |
| 1.3.1. | Compressor Oil Korena S-68 or Equivalent | LTR | 20 |
| 1.4.1. | Compressor Oil 4000 or Equivalent | LTR | 20 |

SECTION VI: STANDARD FORMS

- Form 1: Form of Bid
- Form 2: Form of Bid Securing Declaration
- Form 3: Price Schedules
- Form 4: Form of Qualification Information
- Form 5: Letter of Acceptance

Form 1: Form of Bid

Date: _____

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda PCS: [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver [description of goods and services] in conformity with the said Bidding Documents for the sum of [total Bid Amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITB Clause 40.1

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to sign the Contract within the time specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents

Dated this _____ day of _____ 20_____ .

(Name)_____ [Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form 2: Form of Bid Securing Declaration

Date: _____

To: *[Name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee) if required, in accordance with the ITB 39.3.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed_____ day of_____, _____

Form 3: Price Schedule for Oil & Lubricants

Name of Bidder

Tender Number:

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--------|--|-------------------|----------------------------|--|---------------------------------------|-----------------|---------------------------------------|
| S. No. | Item Description | Country of origin | Quantity and physical unit | Unit price excluding Sales Tax (PKR/liter) | Total price Excluding Sales Tax (PKR) | Sales Tax (PKR) | Total Price inclusive Sales Tax (PKR) |
| 1.1.1. | Compressor Oil 46 or Equivalent | | 20 LTR | | | | |
| 1.2.1. | Oil Kerosene (Standard Specification) | | 5100 LTR | | | | |
| 1.3.1. | Compressor Oil Korena S-68 or Equivalent | | 20 LTR | | | | |
| 1.4.1. | Compressor Oil 4000 or Equivalent | | 20 LTR | | | | |

Name in the capacity of Signature of

Bidder: Duly authorized to sign the Bid for and on behalf of

Dated on day of 20 Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 4: Form of Qualification Information

**1. Individual Bidders or
Individual Members of
Joint Ventures**

1.1. Constitution or legal status of Bidder: [attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

The Bidder must meet the following criteria

| Sr. No. | Requirements | Supporting Evidence | Evidence attached (Yes / No) |
|---------|---|---|------------------------------|
| 1 | The Applicant must be registered with Income Tax and Sales Tax Departments. | Certificate of registration with Income Tax & Sales Tax Required | |
| 2 | The Applicant must be on Active Tax Payer List maintained by FBR. | Verification shall be done using FBR Online Verification (Copy required) | |
| 3 | The Applicant must have the minimum (01) year of experience in providing similar goods/services. | Certificate of incorporation or certification of registration with FBR and Minimum 5 Copies of contracts or purchase orders issued by clients | |
| 4 | A signed and stamped undertaking is required by the applicants that their supply/services completely complies with all the requirements mentioned in the Schedule of Requirement & Technical Specification. | Duly signed and stamped Form of Bid. | |
| 6 | The bidder must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations. | Bidder's Declaration on stamp paper of Rs.100. | |

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form 5: Letter of Acceptance

[Letter head paper of the Procuring Agency]

Date: _____ [dd/mm/yyyy]

To: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 40.1.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Copy: Appointing Authority and Supplier

PART-B: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

Definitions

| | | | |
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| 1. | Definitions | 1.1. | The following words and expressions shall have the meanings hereby assigned to them: |
| | | (a) | “Authority” means Public Procurement Regulatory Authority. |
| | | (b) | The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 22 hereunder. |
| | | (c) | The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| | | (d) | The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC. |
| | | (e) | “Completion” means the execution of the Contract by the Supplier in accordance with the terms and conditions set forth in the contract. |
| | | (f) | The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. |
| | | (g) | “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract. |
| | | (h) | “Delivery” means the transfer of the goods from the supplier of equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract. |
| | | (i) | “Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC. |
| | | (j) | “GCC” mean the General Conditions of Contract contained in this section. |
| | | (k) | “SCC” means the Special Conditions of Contract. |
| | | (l) | “Supplier” means the individual private or government entity or a combination of the above that’s Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes |

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| | | | | the legal successors or permitted assigns of the supplier and shall be named in the SCC. |
| | | | (m) | “Project Name” means the name of the project stated in SCC. |
| | | | (n) | “Day” means calendar day. |
| | | | (o) | “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government. |
| | | | (p) | <p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> |
| | | | (q) | “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. |
| | | | (r) | The “Supplier's Bid” is the completed Bid document submitted by the Supplier to the Procuring Agency. |
| Application and interpretation | | | | |
| 2. | Application and interpretation | 2.1. | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. | |
| | | 2.2. | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; | |

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| | | | references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | | 2.3. | The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Specifications (6) Contractor's Bid, and (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| Governing Language | | | |
| 3. | Governing Language | 3.1. | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. |
| Applicable Law | | | |
| 4. | Applicable Law | 4.1. | The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC. |
| Standards | | | |
| 5. | Standards | 5.1. | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification. |
| Patent and Copy Rights | | | |
| 6. | Patent and Copy Rights | 6.1. | The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan. |
| | | 6.2. | The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party. |
| Inspections and Test | | | |
| 7. | Inspections and Test | 7.1. | The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specification shall specify what inspections and tests the |

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| | | | Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. |
| | | 7.2. | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. |
| | | 7.3. | Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency. |
| | | 7.4. | The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin. |
| Packing | | | |
| 8. | Packing | 8.1. | The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. |
| | | 8.2. | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency. |
| Delivery and Documents | | | |
| 9. | Delivery and Documents | 9.1. | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in |

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| | | | SCC. |
| Transportation | | | |
| 10. | Transportation | 10.1. | The Supplier is required under the Contract to transport the Goods at Karachi Tools, Dies & Moulds Centre at its own risk and cost, which shall be included in the Contract Price. |
| Warranty/ Defect Liability Period | | | |
| 11. | Warranty/ Defect Liability Period | 11.1. | The Supplier warrants that the Goods supplied under the Contract are new, unused, and in accordance with the Schedule of Requirements and Technical Specification. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications). |
| | | 11.2. | This warranty shall remain valid for a period specified in the SCC. |
| | | 11.3. | The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. |
| | | 11.4. | Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency. |
| | | 11.5. | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract. |
| Payment | | | |
| 12. | Payment | 12.1. | Upon of the delivery of the Goods, payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice, supported by the acceptance certificate issued by the Procuring Agency, in Pakistan Rupees. |
| | | 12.2. | The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. |
| | | 12.3. | The currency of payment shall Pakistan Rupees. |

| Prices | | | |
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| 13. | Prices | 13.1. | Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (Freight, Handling, Insurance, Customs, duties, Taxes, Loading/unloading, etc., if any) incidental to delivery at KTDMC. |
| Contract Amendments | | | |
| 14. | Contract Amendments | 14.1. | Subject to GCC Clause 13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| Delays in the Supplier's Performance | | | |
| 15. | Delays in the Supplier's Performance | 15.1. | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. |
| | | 15.2. | If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | | 15.3. | Except as provided under GCC Clause 18, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages. |
| Liquidated Damages | | | |
| 16. | Liquidated Damages | 16.1. | Subject to GCC Clause 18, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 17. |

| Termination for Default | | | | |
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| 17. | Termination for Default | 17.1. | The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. | |
| | | 17.2. | Fundamental breaches of Contract shall include, but shall not be limited to the following: | |
| | | | (a) | the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract |
| | | | (b) | the Supplier fails to perform any other obligation(s) under the Contract; |
| | | | (c) | Supplier’s failure to submit performance security (or guarantee) within the time stipulated in the SCC; |
| | | | (d) | the supplier has abandoned or repudiated the contract. |
| | | | (e) | the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; |
| | | | (f) | the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and |
| | | | (g) | if the Procuring Agency determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. |
| | | | For the purpose of this clause: | |
| | | “Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004. | | |
| 17.3. | In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. | | | |
| Termination for Force Majeure | | | | |
| 18. | Termination for Force Majeure | 18.1. | Notwithstanding the provisions of GCC Clauses 15, 16, and 17, neither Party shall have any liability or be | |

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| | | | <p>deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, ‘Force Majeure’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p> |
| | | 18.2. | <p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| Termination for Insolvency | | | |
| 19. | Termination for Insolvency | 19.1. | <p>The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p> |
| Termination for Convenience | | | |
| 20. | Termination for Convenience | 20.1. | <p>The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and</p> |

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| | | | the date upon which such termination becomes effective. |
| | | 20.2. | The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: |
| | | (a) | To have any portion completed and delivered at the Contract terms and prices; and / or |
| | | (b) | To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier. |
| Disputes Resolution | | | |
| 21. | Disputes Resolution | 21.1. | In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties. |
| | | 21.2. | After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties. |
| Procedure for Disputes Resolution | | | |
| 22. | Procedure for Disputes Resolution | 22.1. | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC. |
| | | 22.2. | The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses. |
| Replacement of Arbitrator | | | |
| 23. | Replacement of Arbitrator | 23.1. | Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties. |
| Notices | | | |
| 24. | Notices | 24.1. | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of |

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| | | | communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC. |
| | | 24.2. | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| Taxes and Duties | | | |
| 25. | Taxes and Duties | 25.1. | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan. |
| | | 25.2. | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| | | 25.3. | The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency. |

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|--|-------------------|--|
| Definitions (GCC 1) | | |
| 1. | 1.1(i) | The Procuring Agency is: Karachi Tool, Dies & Moulds Centre |
| 2. | 1.1(l) | The Supplier is: <i>[Name and address]</i> |
| 3. | 1.1(m) | The title of the subject procurement is: Procurement of Oil & Lubricants. |
| Governing Language (GCC 3) | | |
| 4. | 3.1 | The Governing Language shall be: English |
| Applicable Law (GCC 4) | | |
| 5. | 4.1 | The Applicable Law shall be: Laws of the Pakistan |
| Inspections and Tests (GCC 7) | | |
| 6. | 7.1 | Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract. |
| Packing (GCC Clause 8) | | |
| 7. | 8.2 | The following SCC shall supplement GCC Clause 8.2 : The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification. |
| Delivery and Documents (GCC Clause 9) | | |
| 8. | 9.1 | Delivery of the Goods shall be made by the Supplier in accordance with the Schedule of Requirements & Technical Specification including Delivery Challan and Invoice/Bills. |
| Warranty (GCC Clause 11) | | |
| 9. | 11.2 | The warranty period shall be in accordance with the Schedule of Requirements from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: |

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---|-------------------|--|
| | | <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">Or</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees.</p> <p>The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p> |
| Payment (GCC Clause 12) | | |
| 10. | 12.1 | Upon the delivery of the Goods, payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice, supported by the acceptance certificate or Goods Receiving Note issued by the Procuring Agency. |
| Liquidated Damages (GCC Clause 16) | | |
| 11. | 16.1 | <p>Applicable rate: One tenth of one percent of the price of each item of the supplies not timely delivered for each calendar day</p> <p>Maximum deduction: Not more-then ten (10%) percent of the total bid value.</p> |
| Notices (GCC Clause 24) | | |
| 12. | 24.1 | <p>— Procuring Agency’s address for notice purposes: Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan</p> <p>—Supplier’s address for notice purposes:</p> |

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of 20__ between [name and address of Procuring Agency] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, 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 in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

Signed, sealed, delivered by the (for the Procuring Agency)

Witness to the signatures of the Supplier:

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Dated: _____

Contract Number: _____

Contract Value: _____

Contract Title: _____

[*Name of Supplier*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [*Name of Supplier*] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[*Name of Supplier*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[*Name of Supplier*] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [*Name of Supplier*] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Name of Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[*Buyer*]

[*Seller/Supplier*]