# **Bidding Documents**

# For

## Procurement Of Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & Lubricants)

Bid No. 120/KTDMC/2023-24

#### 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. 120/KTDMC/2023-24 For Procurement of Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & Lubricants)

#### **Invitation to Bids**

Date: 30<sup>th</sup> November, 2023

- This Invitation to Bids follows the Procurement Advertisement (PA) No. 120/KTDMC/2023-24 for the subject Procurement which appeared in Newspaper dated 30<sup>th</sup> November, 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 Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & Lubricants).
- 3. The Karachi Tools, Dies & Moulds Centre now invites sealed bids from eligible Suppliers of Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & 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.** All bids must be accompanied by a Bid Securing Declaration in the format provided in the Bidding Documents.
- 6. The original bid, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address given below, on or before 18th December, 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

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 <b>BDS</b> .
2.	Source of	2.1.	Source of funds is referred in Clause-2 of Invitation for Bids.
	Funds		
3.	Eligible	3.1.	A Bidder may be natural person, company or firm or public or
	Bidders		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
		2.5	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
		2.6	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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3.7.	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. 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:
	<ul> <li>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.</li> <li>b) have controlling shareholders in common; or</li> </ul>
	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
3.8.	<ul> <li>f) Submit more than one Bid in this Bidding process.</li> <li>A Bidder may be ineligible if –</li> </ul>
	<ul> <li>a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>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</li> </ul>
	<ul><li>the total or partial loss of the right to administer and dispose of its property;</li><li>c) legal proceedings are instituted against such Bidder involving an order suspending payments and which</li></ul>

			<u>, , , , ,, , , , ,</u>
4.	Eligible Goods and Related Services	3.9. 3.10. 4.1. 4.2.	<ul> <li>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;</li> <li>d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</li> <li>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".</li> </ul>
			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	6.1.	The Bidder shall bear all costs associated with the preparation
	Bidding		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**

7. Contents of Bidding Documents	7.1.	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:	
		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
	7.2.	The number of co specified in the <b>BI</b>	pies to be completed and returned with the Bid is <b>DS.</b>
	7.3.	of the Bidding not obtained direversion downloa Agency.	gency is not responsible for the completeness Documents and their addenda, if they were ectly from the Procuring Agency or the pdf aded from the website of the Procuring
	7.4.	terms and spec Failure to furnish	expected to examine all instructions, forms, cifications in the Bidding Documents. In all the information required in the Bidding be at the Bidder's risk and may result in the Bid.
8. Clarification of Bidding Documents	8.1.	Bidding Docum writing or in el content of com address indicated	
	8.2.	after receiving th or in electroni provided that suc days prior to th prescribed in IT in case of alterna	Agency will within three (3) working days be request for clarification, respond in writing c form to any request for clarification ch request is received not later than three (03) be deadline for the submission of Bids as B 22.1. However, this clause shall not apply the methods of Procurement. Procuring Agency's response will be
	0.01	-	identified Prospective Bidders through an

		dependention of the important has with and the statest
		description of the inquiry, but without identifying its source.
		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.
	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.	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:
		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.

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.
	Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

#### C. PREPARATION OF BIDS

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.	<ul> <li>The Bid prepared by the Bidder shall constitute the following components: -</li> <li>a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15;</li> <li>b) Details of the Sample(s) where applicable and</li> </ul>
		<ul><li>requested in the BDS.</li><li>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li></ul>
		<ul> <li>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;</li> </ul>
		<ul><li>e) Bid Securing Declaration furnished in accordance with ITB 18;</li><li>f) Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li></ul>
		g) Any other document required in the BDS.

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	11.2.	<ul> <li>Where a sample(s) is required by a procuring agency, the sample shall be: <ul> <li>a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</li> <li>b) carriage paid;</li> <li>c) received on, or before, the closing time and date for the submission of bids; and</li> <li>d) evaluated to determine compliance with all characteristics listed in the BDS.</li> </ul> </li> <li>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s) <ul> <li>a) do(es) not conform to all characteristics prescribed in the bidding documents; and</li> </ul> </li> </ul>
		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	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.
Services and Conformity to Bidding Documents	12.2.	<ul> <li>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: <ul> <li>a) a detailed description of the essential Technical Specification and performance characteristics of the Goods;</li> <li>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;</li> <li>c) any other procurement specific documentation requirement as stated in the BDS</li> </ul> </li> </ul>
	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

13. Documents Establishing Eligibility and Qualification of the Bidder	12.4.         13.1.         13.2.         13.3.	<ul> <li>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 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.</li> <li>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.</li> <li>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.</li> <li>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".</li> <li>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:</li> <li>a) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.</li> <li>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.</li> <li>c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
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. 15.2.	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. A bidder may bid for one or more or all items stated in the Schedule of Requirements.

15	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	Any or all the items, a bidder offers to supply, must be listed and priced separately in the Price Schedule(s).
15	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.
<b>16. Bid</b> 16	
Currencies	specified in the BDS.
17. Bid Validity 17 Period	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.
	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 18	
Declaration	a Bid Securing Declaration as specified in the BDS in the format
	provided in Form 2 of Section VI (Standard Forms)
18	<b>U 1 1</b>
	Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture pursuant to ITB 18.5
18	<ul><li>would warrant the security's forfeiture, pursuant to ITB 18.5.</li><li>The Bid Securing Declaration shall be furnished in accordance</li></ul>
	with the Form 2 of Section VI (Standard Forms)
18	
	accordance with ITB 18.1 or 18.3 shall be rejected by the
	Procuring Agency as non- responsive, pursuant to ITB 27
18	e
	a) if a Bidder:

	1	
		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
		b) in the case of a successful Bidder, if the Bidder fails:
		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,	19.1.	Before bid submission deadline, any bidder may withdraw,
Substitution,		substitute, or modify its Bid after it has been submitted by
and		sending a written notice, duly signed by an authorized
Modification		representative, and the corresponding substitution or
of Bids		modification must accompany the respective written notice.
	19.2.	Bids requested to be withdrawn in accordance with ITB19.1
		shall be returned unopened to the Bidders.
20. Format and	20.1.	The Bidder shall prepare an original and the number of
Signing of		· · ·
Bid		copies of the Bid as indicated in the BDS, clearly marking
Dia		each "ORIGINAL" and "COPY," as appropriate. In the
		event of any discrepancy between them, the original shall
		prevail:
		Provided that except in Single Stage - One Envelope
		Procedure, the Bid shall include only the copies of
		technical proposal.
	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
		Diuuu

#### **D. SUBMISSION OF BIDS**

21. Sealing and	21.1.	Each bid shall comprise one single envelope containing,
Marking of		separately, financial proposal and technical proposal (if any).
Bids		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.
	21.2.	The envelope shall:
		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.
22. Deadline for	22.1.	Bids shall be received by the Procuring Agency no later than
Submission		the date and time specified in the BDS.
of Bids	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
	20.11	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
	23.2.	for submission of Bids shall be declared late, recorded,
		· · · · · · · · · · · · · · · · · · ·
24. Withdrawal	24.1.	rejected and returned unopened to the Bidder. A Bidder may withdraw its Bid after it has been
of Bids	24.1.	submitted, provided that written notice of the withdrawal of
OI DIUS		
		the Bid is received by the Procuring Agency prior to the
	24.2	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

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 Uncounting Ageneric shell manager interaction of the Dill
	The Procuring Agency shall prepare minutes of the Bid opening.
	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.
26.1.	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 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.
27.1.	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> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> </ul>
27.4.	f) change in the ranking of the bidder 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.
	26.2.         26.3.         27.1.         27.2.         27.3.

28. Preliminary	28.1.	Prior to the detailed evaluation of Bids, the Procuring
Examination of Bids		Agency will determine whether each Bid:
UI DIUS		<ul> <li>a) meets the eligibility criteria defined in ITB 3 and ITB 4;</li> <li>b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul>
		The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	28.2.	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: -
		<ul> <li>a) affects in any substantial way the scope, quality, or performance of the Services;</li> <li>b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	28.3.	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
	28.4.	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.
		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
	28.5.	<ul> <li>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 – <ul> <li>a) Furnish required information concerning the number of its employees;</li> <li>b) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</li> </ul> </li> <li>If a Bid is not substantially responsive, it will be rejected by</li> </ul>
	20.5.	the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical	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.
Evaluation	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.	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
		<ul> <li>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;</li> <li>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</li> </ul>
		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
		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	31.1.	The Procuring Agency shall evaluate and compare only the
Bids		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	32.1.	If the BDS so specifies, the Procuring Agency will grant a
Preference		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	33.1.	The Procuring Agency shall adopt the Least-Cost Selection
of Most		i.e., the bid with the lowest evaluated price for each item
Advantageous		separately, the bidder proposes to deliver under the contract,
Bid		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.
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#### F. AWARD OF CONTRACT

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 have
		such Bidder has been determined to be:

[		
		a) eligible in accordance with the provisions of ITB 3;
		b) is determined to be qualified to perform the Contract
	07.1	satisfactorily; and
35. Procuring	35.1.	Notwithstanding ITB 34, the Procuring Agency reserves the
Agency's		right to reject all the bids, and to annul the Bidding process at
Right to		any time prior to award of contract, without thereby incurring
reject All		any liability to the affected Bidder or Bidders.
Bids	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.
36. Procuring	36.1.	The Procuring Agency reserves the right at the time of
Agency's		contract award to increase or decrease the quantity of goods
<b>Right to</b>		or related services originally specified in these Bidding
Vary		Documents (schedule of requirements) provided this does not
Quantities at		exceed by the percentage indicated in the BDS, without any
the Time of		change in unit price or other terms and conditions of the Bid
Award		and Bidding Documents.
<b>37.</b> Notification	37.1.	Prior to the award of contract, the Procuring Agency shall
of Award		issue a Final Evaluation Report giving justification for
		acceptance or rejection of the bids.
	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.
		The Letter of Acceptance will state the sum that the Procuring
		Agency will pay the successful Bidder in consideration for
		the execution of the scope of works as prescribed by the
		Contract.
	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. Signing of	38.1.	Promptly after notification of award, Procuring Agency shall
Contract		send the successful Bidder the draft agreement, incorporating
		all terms and conditions as agreed by the parties to the
		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.
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	38.3.	Where no formal signing of a contract is required, purchase
		order issued to the bidder shall be construed to be the
		contract.
<b>39.</b> Performance	39.1.	After the receipt of the Letter of Acceptance, the successful
Security (or		Bidder, within the specified time, shall deliver to the
<b>Guarantee</b> )		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.
	39.2.	The Performance Security (or Guarantee) is provided by the
	07.2.	successful Bidder and it shall be in the form specified in the
		BDS.
	39.3.	Failure of the successful Bidder to comply with the
	57.5.	requirement of ITB 39.1 shall constitute sufficient
		grounds for the annulment of the award and execution of the
		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.	
40. Arbitrator	40.1.	The Arbitrator shall be appointed by mutual consent of
41 0 4 9	41.1	the both parties as per the provisions specified in the SCC.
41. Corrupt &	41.1.	Procuring Agencies (including beneficiaries of Government
Fraudulent		funded projects and procurement) as well as
Practices		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

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 fina					
	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.					
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

44. Mechanism	nanism 44.1. The Mechanism of Blacklisting shall be in accordance with			
of		the Public Procurement Rules, 2004, including rule 19 of the		
Blacklisting		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	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders		
Number 1.	1.1	Name of       : Karachi Tools, Dies & Moulds Centre         Procuring Agency       :		
		The subject of procurement is::Procurement of Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & Lubricants).		
		Period for : <b>The duration of contract shall be 120 Days</b> delivery of goods:		
		Commencement date for delivery of Goods:		
2.	2.1	Financial year for : For the year ending June 30, 2024 the operations of the Procuring Agency		
		Name of : Karachi Tools, Dies & Moulds Centre financing institution		
		Name and identification number of the Contract:: Procurement of Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & Lubricants). Reference # 120/KTDMC/2023-24		
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: <b>In accordance with the Schedule of Requirements.</b>		

#### **B. Bidding Documents**

6.	7.2	The number of documents to be completed and returned is <b>one set of original documents</b>
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

8.	10.1	The Language of all correspondences and documents related to the		
		Bid is: <b>English</b>		
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	The qualification criteria required from Bidders in ITB 13 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 <b>Pakistan Rupees.</b>		
14.	17.1	The Bid Validity period shall be <b>45 Days.</b>		
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.		
	L	U U		

#### **D.** Submission of Bids

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		

19.	21.2 (b)	Floor/Room No.: Board Room City/Town: Karachi, Pakistan ITB Title and No: Procurement of Assorted Materials (Ferrous & Non-Ferrous Materials, FCD Casting, Hydraulic Cylinders, Chemicals & Gases and Oils & Lubricants). under reference tender # 120/KTDMC/2023-24
20.	22.1	Bear the words, <b>"DO NOT OPEN BEFORE"</b> Time and date for submission: <b>18th December, 2023 till 10:30 am.</b>
21.	23.1	The deadline for Bid submission isa)Day: Mondayb)Date: 18th December, 2023c)Time: 10:30 am

#### E. Opening and Evaluation of Bids

25.1	The Bid opening shall take place at: Karachi Tools, Dies & Moulds
	Centre
	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 (KTDMC)
	City/Town: Karachi
	Country Delister
	Country: Pakistan
	Day: Monday
	Date: 18th December, 2023
	Time: <b>11:00 am</b>
33.1	Evaluation Techniques
	Least Cost Based Selection (LCBS)
	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

24.	36.1	Percentage for quantity increase or decrease is 15% (Fifteen Percent)
25.	39.1	The successful bidder shall furnish the Performance Security (or guarantee): Not Applicable
26.	39.1	The Performance Security (or guarantee) shall be in the form of: <b>Not Applicable</b>
27.	40.1	Arbitrator shall be appointed by mutual consent of the both parties.

#### G. Review of Procurement Decisions

28.	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
29.	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 supply the following items within twelve (12) weeks except Hydraulic Cylinders & Gasses (which shall be delivering within seventeen (17) weeks after issuance of Purchase Order under prescribed terms and condition of bidding documents.

Item description	UOM	Qty	Technical Specification
1. FERROUS MATERIAL			
1.1. EN-31 Round Bar	KGS	908.53	
1.2. H-13 Round Bar (Alternate of EN-31)	KGS	276.66	
1.3. H-13 Round Bar	KGS	778.80	
1.4. Medium Carbon Steel Plate	KGS	124.49	
1.5. M.S Plate	KGS	263.00	
1.6. M.S Plate (M.S Sheet)	KGS	200.08	Refer to Annexure - A
1.7. M.S Checker Plate (Checkered Sheet)	KGS	350.00	
1.8. M.S Hollow Shaft	KGS	24.00	
1.9. M.S Angle	KGS	568.00	
1.10. M.S Pipe	FT	50.00	
1.11. S.S Pipe (Stainless Steel)	FT	110.00	
2. NON-FERROUS MATERIAL			
2.1. Copper Round Bar (99.99% Copper)	FT	134.00	Refer to Annexure - B
3. FCD CASTINGS			
3.1. FCD-550 Casting	KGS	1,557.00	Refer to
3.2. FCD-600 Casting	KGS	375.00	Annexure - C
4. HYDRAULIC CYLINDERS			
4.1. Hydraulic Cylinders	SET	30.00	Refer to Annexure - D
5. CHEMICALS & GASES			
5.1. Trichloro Ethylene (Liquid)	LTR	500.00	
5.2. Alcohol ISO propylene	LTR	50.00	
5.3. Gas Ammonia	KG	500.00	
5.4. Gas Nitrogen (Liquid)	M3	3540.00	Refer to
5.5. Gas LPG	KG	365.00	Annexure - E
5.6. Gas Acetylene	M3	63.60	
5.7. Gas Argon	M3	102.00	
5.8. Gas Oxygen	M3	102.00	
6. OIL & LUBRICANTS			
6.1. Engine Oil (Delo Gold 500 15W-40 Or Equivalent)	LTR	100.00	
6.2. Oil Soluble (Master Oil or Equivalent)	LTR	205.00	Refer to
6.3. Hydraulic Oil 68 (Shell Tellus S2 M 68 or Equivalent)	LTR	1,254.00	Annexure - F
6.4. EDM Machine Oil (As per require Specification)	LTR	1,920.00	

#### TECHNICAL SPECIFICATION FOR FERROUS MATERIAL

#### ANNEXURE "A"

- 1. The bidder shall submit Mill Test Certificate (except for MS Materials) along with the all deliveries for each of the following items to establish the eligibility of goods with the Technical specification.
- 2. Variation in the weight of ferrous material is permissible up to 10%.
- 3. The bidder shall quote price per kg for ferrous material, however, invoicing to the procuring agency shall be based on the actual weight.
- 4. All the dimensions, stated in the following table are in millimeter (mm), unless otherwise stated.
- 5. The cost of transportation/deliveries of supplies shall be borne by supplier at its own cost and risk.

1.1. EN-31 Round Bar (Total No. of Pieces: 72, Total Quantity: 908.53 Kg)					
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)	
1.1.1	EN-31 ROUND BAR DIA: 110 x LENGTH: 400	KG	1.00	29.83	
1.1.2	EN-31 ROUND BAR DIA: 110 x LENGTH: 450	KG	1.00	33.56	
1.1.3	EN-31 ROUND BAR DIA: 20 x LENGTH: 450	KG	4.00	4.44	
1.1.4	EN-31 ROUND BAR DIA: 25 x LENGTH: 185	KG	6.00	4.26	
1.1.5	EN-31 ROUND BAR DIA: 40 x LENGTH: 1300	KG	1.00	12.82	
1.1.6	EN-31 ROUND BAR DIA: 40 x LENGTH: 1500	KG	2.00	29.58	
1.1.7	EN-31 ROUND BAR DIA: 45 x LENGTH: 1000	KG	3.00	37.44	
1.1.8	EN-31 ROUND BAR DIA: 45 x LENGTH: 500	KG	1.00	6.24	
1.1.9	EN-31 ROUND BAR DIA: 45 x LENGTH: 600	KG	3.00	22.47	
1.1.10	EN-31 ROUND BAR DIA: 45 x LENGTH: 700	KG	14.00	130.96	
1.1.11	EN-31 ROUND BAR DIA: 45 x LENGTH: 900	KG	7.00	78.61	
1.1.12	EN-31 ROUND BAR DIA: 55 x LENGTH: 1000	KG	3.00	55.92	
1.1.13	EN-31 ROUND BAR DIA: 55 x LENGTH: 1700	KG	1.00	31.70	
1.1.14	EN-31 ROUND BAR DIA: 55 x LENGTH: 850	KG	1.00	15.85	
1.1.15	EN-31 ROUND BAR DIA: 60 x LENGTH: 150	KG	1.00	3.32	
1.1.16	EN-31 ROUND BAR DIA: 60 x LENGTH: 200	KG	1.00	4.43	
1.1.17	EN-31 ROUND BAR DIA: 60 x LENGTH: 320	KG	2.00	14.20	
1.1.18	EN-31 ROUND BAR DIA: 65 x LENGTH: 1000	KG	2.00	52.00	
1.1.19	EN-31 ROUND BAR DIA: 65 x LENGTH: 250	KG	1.00	6.50	
1.1.20	EN-31 ROUND BAR DIA: 75 x LENGTH: 350	KG	2.00	24.26	
1.1.21	EN-31 ROUND BAR DIA: 75 x LENGTH: 900	KG	2.00	62.40	
1.1.22	EN-31 ROUND BAR DIA: 80 x LENGTH: 1000	KG	1.00	39.45	
1.1.23	EN-31 ROUND BAR DIA: 80 x LENGTH: 1050	KG	1.00	41.42	

#### 1. FERROUS MATERIAL

1.1.24	EN-31 ROUND BAR DIA: 80 x LENGTH: 350	KG	1.00	13.80
1.1.25	EN-31 ROUND BAR DIA: 80 x LENGTH: 400	KG	3.00	47.34
1.1.26	EN-31 ROUND BAR DIA: 85 x LENGTH: 100	KG	1.00	4.45
1.1.27	EN-31 ROUND BAR DIA: 85 x LENGTH: 300	KG	3.00	40.08
1.1.28	EN-31 ROUND BAR DIA: 85 x LENGTH: 500	KG	1.00	22.26
1.1.29	EN-31 ROUND BAR DIA: 95 x LENGTH: 350	KG	2.00	38.94
Total Requirement of EN-31 Round Bar			72.00	908.53

#### 1.2. H-13 Round Bar (Alternate of EN-31) (Total No. of Pieces: 34, Total Quantity: 276.66 Kg)

Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)	
1.2.1	H-13 ROUND BAR DIA: 20 x LENGTH: 450	KG	4.00	4.44	
1.2.2	H-13 ROUND BAR DIA: 25 x LENGTH: 185	KG	6.00	4.26	
1.2.3	H-13 ROUND BAR DIA: 45 x LENGTH: 700	KG	14.00	130.96	
1.2.4	H-13 ROUND BAR DIA: 45 x LENGTH: 900	KG	7.00	78.61	
1.2.5	H-13 ROUND BAR DIA: 55 x LENGTH: 1700	KG	1.00	31.70	
1.2.6	H-13 ROUND BAR DIA: 60 x LENGTH: 200	KG	1.00	4.43	
1.2.7	H-13 ROUND BAR DIA: 85 x LENGTH: 500	KG	1.00	22.26	
Total Requirement of H-13 Round Bar (Alternate of EN-31)			34.00	276.66	

	1.3. H-13 Round Bar (Total No. of Pieces: 32, Total Quantity: 778.80 Kg)				
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)	
1.3.1	H-13 ROUND BAR DIA: 100 x LENGTH: 350	KG	1.00	21.50	
1.3.2	H-13 ROUND BAR DIA: 110 x LENGTH: 400	KG	2.00	60.00	
1.3.3	H-13 ROUND BAR DIA: 40 x LENGTH: 1500	KG	1.00	15.00	
1.3.4	H-13 ROUND BAR DIA: 45 x LENGTH: 1000	KG	1.00	12.50	
1.3.5	H-13 ROUND BAR DIA: 45 x LENGTH: 1900	KG	1.00	22.50	
1.3.6	H-13 ROUND BAR DIA: 45 x LENGTH: 2000	KG	1.00	25.00	
1.3.7	H-13 ROUND BAR DIA: 45 x LENGTH: 600	KG	1.00	7.50	
1.3.8	H-13 ROUND BAR DIA: 50 x LENGTH: 580	KG	1.00	9.00	
1.3.9	H-13 ROUND BAR DIA: 55 x LENGTH: 1000	KG	2.00	38.00	
1.3.10	H-13 ROUND BAR DIA: 60 x LENGTH: 1500	KG	1.00	33.50	
1.3.11	H-13 ROUND BAR DIA: 60 x LENGTH: 300	KG	2.00	13.20	
1.3.12	H-13 ROUND BAR DIA: 60 x LENGTH: 320	KG	1.00	7.00	
1.3.13	H-13 ROUND BAR DIA: 65 x LENGTH: 1000	KG	2.00	52.00	
1.3.14	H-13 ROUND BAR DIA: 65 x LENGTH: 1800	KG	1.00	47.00	
1.3.15	H-13 ROUND BAR DIA: 75 x LENGTH: 1000	KG	1.00	35.00	
1.3.16	H-13 ROUND BAR DIA: 75 x LENGTH: 1250	KG	2.00	88.00	
1.3.17	H-13 ROUND BAR DIA: 80 x LENGTH: 1000	KG	2.00	80.00	

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1.3.18	H-13 ROUND BAR DIA: 80 x LENGTH: 220	KG	1.00	8.60
1.3.19	H-13 ROUND BAR DIA: 80 x LENGTH: 400	KG	2.00	32.00
1.3.20	H-13 ROUND BAR DIA: 85 x LENGTH: 300	KG	2.00	27.00
1.3.21	H-13 ROUND BARDIA: 90 x LENGTH: 1500	KG	1.00	75.00
1.3.22	H-13 ROUND BAR DIA: 95 x LENGTH: 350	KG	1.00	19.50
1.3.23	H-13 ROUND BAR DIA: 95 x LENGTH: 450	KG	2.00	50.00
Total Requirement of H-13 Round Bar			32.00	778.80

1.4. Medium Carbon Steel Plate (Total No. of Pieces: 06, Total Quantity: 124.49 Kg)						
Sr. No.	Item Description					
1.4.1	MEDIAM CARBON STEEL PLATE L-290 x W-330 x T-20 mm	KG	2.00	30.04		
1.4.2	MEDIAM CARBON STEEL PLATE L-290 x W-330 x T-25 mm	KG	2.00	37.54		
1.4.3	MEDIAM CARBON STEEL PLATE L-370 x W-140 x T-70 mm	KG	2.00	56.91		
Total F	Requirement of Medium Carbon Steel Plate		6.00	124.49		

1.5. M.S Plate (Total No. of Pieces: 09, Total Quantity: 263 Kg)					
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)	
1.5.1	M.S PLATE LENGTH: 200feet x WIDTH: 1 inch x THICKNESS: 6mm	KG	1.00	73.00	
1.5.2	M.S PLATE LENGTH: 72 inch x WIDTH: 8 inch x THICKNESS: 8mm	KG	4.00	95.00	
1.5.3	M.S PLATE LENGTH: 72 inch x WIDTH: 3 inch x THICKNESS: 12mm	KG	4.00	95.00	
Total F	Requirement of M.S Plate	9.00	263.00		

1.6. M.S Plate (M.S Sheet) (Total No. of Pieces: 10, Total Quantity: 200.08 Kg)					
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)	
1.6.1	M.S PLATE LENGTH: 4' x WIDTH: 6' x THICKNESS: 1.6mm	KG	2.00	58.33	
1.6.2	M.S PLATE LENGTH: 8' x WIDTH: 3' x THICKNESS: 1.6mm	KG	1.00	28.00	
1.6.3	M.S PLATE LENGTH: 5' x WIDTH: 2' x THICKNESS: 1.6mm	KG	1.00	11.67	
1.6.4	M.S PLATE LENGTH: 8' x WIDTH: 4' x THICKNESS: 1.6mm	KG	1.00	37.33	
1.6.5	M.S PLATE LENGTH: 5' x WIDTH: 1.5' x THICKNESS: 1.6mm	KG	2.00	17.50	
1.6.6	M.S PLATE LENGTH: 9' x WIDTH: 1.5' x THICKNESS: 1.6mm	KG	3.00	47.25	
Total F	Requirement of M.S Plate (M.S Sheet)	10.00	200.08		

	1.7. M.S Checker Plate (Checkered Sheet) (Total No. of Pieces: 05, Total Quantity: 350 Kg)						
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)			
1.7.1	CHECKER PLATE LENGTH: 8 ft x WIDTH: 6 ft x THICKNESS: 2 mm	KG	5.00	350.00			
Total F	Fotal Requirement of M.S Checker Plate (Checkered Sheet)5.00350.00						

	1.8. M.S Hollow Shaft (Total No. of Pieces: 01, Total Quantity: 24 Kg)					
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)		
1.8.1	M.S HOLLOW SHAFT OD Ø95 x ID Ø60 x 1000	KG	1.00	24.00		
Total F	Fotal Requirement of M.S Hollow Shaft1.0024.00					

	1.9. M.S Angle (Angle Iron) (Total Quantity: 568 Kg)						
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)			
1.9.1	M.S ANGLE (ANGLE IRON) 1/4 inch x 1/4 inch x 16 gauge	KG	01 PCS	7.00			
1.9.2	M.S ANGLE (ANGLE IRON) 2 inch x 2 inch x 6mm	KG	400 RFT	561.00			
Total F	Total Requirement of M.S Angle (Angle Iron)						

	1.10. M.S Pipe (Total Quantity: 50 Feet)						
Sr. No.	Item Description	UOM	Quantity (Feet)				
1.10.1	M.S PIPE 3 inch X 14swg X 50 Feet	FT	50.00				
Total F	Requirement of M.S Pipe	50.00					

1.11. S.S Pipe (Stainless Steel) (Total Quantity: 110 Feet)						
Sr. No.	Item Description	UOM	Quantity (Feet)			
1.11.1	PIPE STAINLESS STEEL OD 06 MM x ID 04 MM	FT	110.00			
Total F	Requirement of S.S Pipe (Stainless Steel)	110.00				

#### TECHNICAL SPECIFICATION FOR NON-FERROUS MATERIAL

#### Annexure "B"

- 1. The bidder shall submit Mill Test Certificate along with all deliveries for each of the following items to establish the eligibility of goods with the Technical specification.
- 2. Variation in the weight of non-ferrous material is permissible up to 05%.
- 3. The bidder shall quote price per kg for non-ferrous material, however, invoicing to the procuring agency shall be based on the actual weight.
- 4. All the dimensions, stated in the following table are in millimeter (mm), unless otherwise stated.
- 5. The cost of transportation/deliveries of supplies shall be borne by supplier at its own cost and risk.

#### 2. NON-FERROUS MATERIAL

	2.1. Copper Round Bar (99.99% Copper) (Total No. of Pieces: 35, Total Quantity: 134 Feet)					
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Feet)		
2.1.1	COPPER ROUND BAR DIA 12 MM x 4 Feet	FT	9.00	36.00		
2.1.2	COPPER ROUND BAR DIA 16 MM x 4 Feet	FT	11.00	44.00		
2.1.3	COPPER ROUND BAR DIA 20 MM x 5 Feet	FT	8.00	40.00		
2.1.4	COPPER ROUND BAR DIA 35 MM x 2 Feet	FT	7.00	14.00		
Total	Requirement of Copper Round Bar (99.99% Copper)		35.00	134.00		

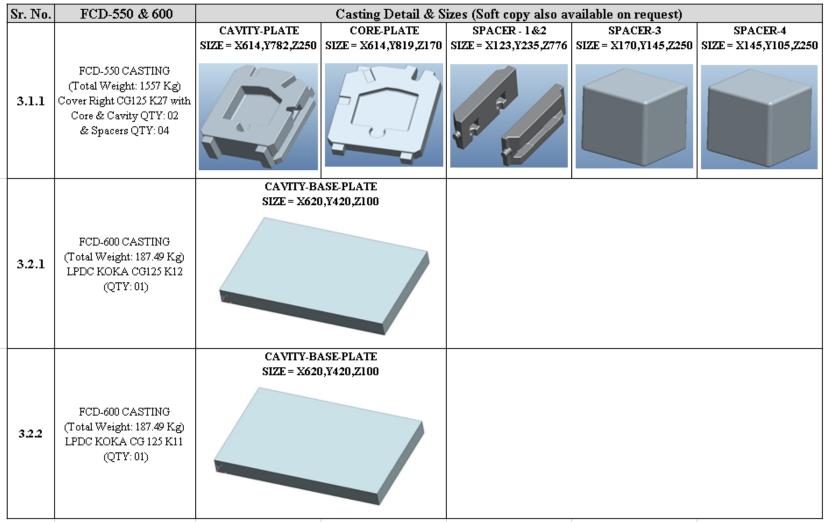
#### TECHNICAL SPECIFICATIONS FOR FCD CASTING

#### Annexure "C"

- 1. Detailed drawings and 3D data in soft form may be collected by the interested bidder from the procuring agency upon request.
- 2. The successful bidder shall submit Test Certificate with the FCD casting supplied under the contract.
- 3. Variation in the weight of castings is permissible up to 15%.
- 4. The bidder shall quote price per kg for castings, however, invoicing to the procuring agency shall be based on the actual weight of the casting.
- 5. The cost of transportation/deliveries of supplies shall be borne by supplier at its own cost and risk.

#### 3. FCD CASTINGS

	3.1. & 3.2 FCD-550 & 600 CASTING (Total No. of Pieces: 08, Total Quantity: 1931.98 Kg)						
Sr. No.	Item Description	UOM	No. of Pieces	Quantity (Kg)			
3.1.1	FCD-550 CASTING	KG	6.00	1557.00			
3.2.1	FCD-600 CASTING	KG	1.00	187.49			
3.2.2	FCD-600 CASTING	KG	1.00	187.49			
Total	Fotal Requirement of FCD-550 & 600 CASTING8.001931.98						



#### 3. FCD CASTINGS

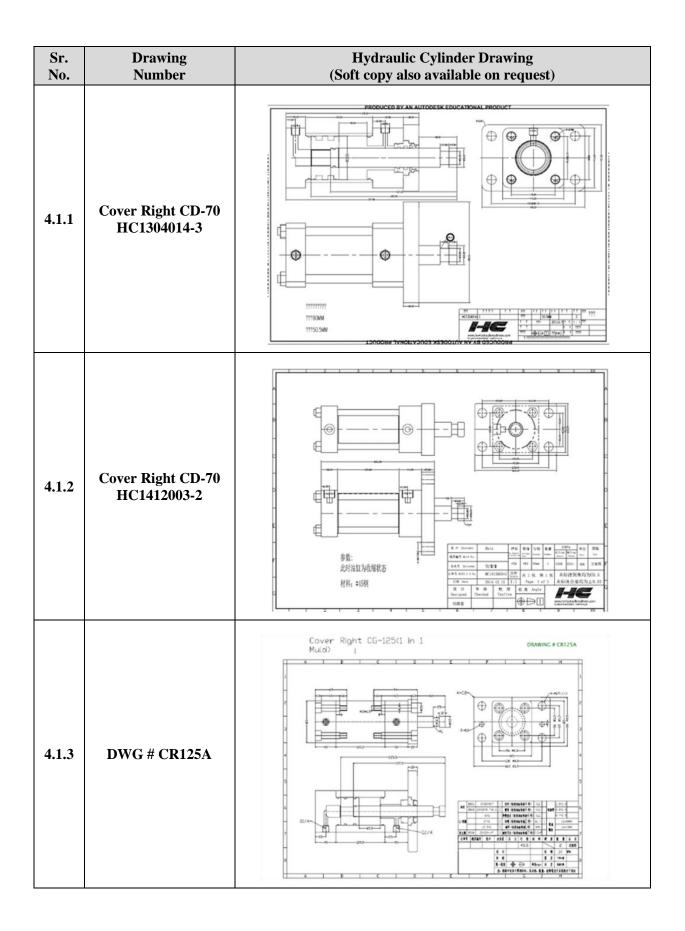
#### TECHNICAL SPECIFICATION FOR HYDRAULIC CYLINDERS

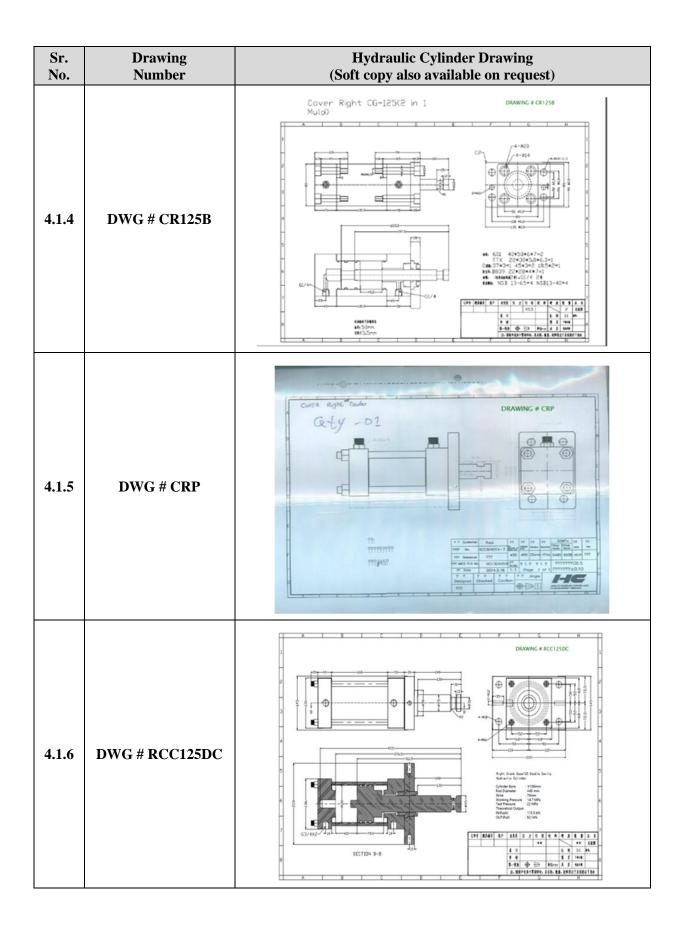
#### Annexure "D"

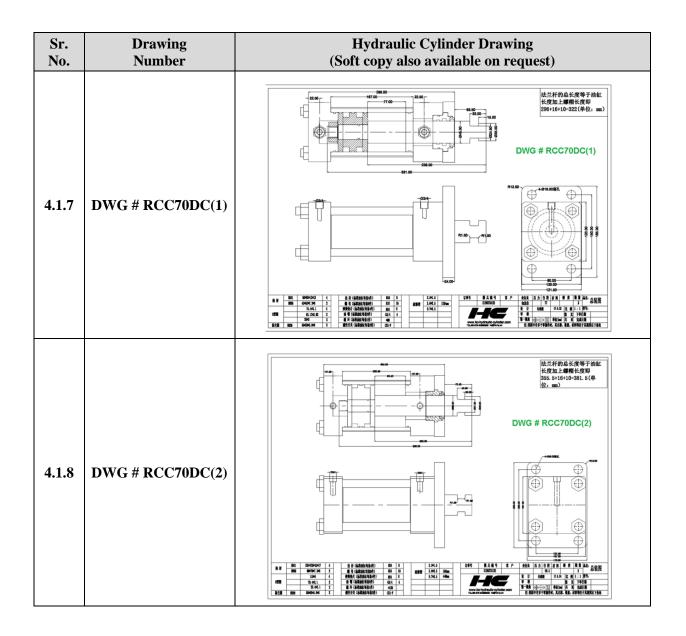
- 1. Detailed drawings in soft form may be collected by the interested bidder from the procuring agency upon request.
- 2. Successful bidder must be submit manufacturer's drawing to KTDMC before supply of the following cylinders.
- 3. The cost of transportation/deliveries of supplies shall be borne by supplier at its own cost and risk.

	4.1. Hydraulic Cylinders (Total Quantity: 30 Sets - Along with One Additional Set of Seals for each Cylinder)				
Sr. No.	Item Description	UOM	Quantity (Set)		
4.1.1	Hydraulic Cylinder along with One Additional Set of Seals for K5 Drawing # Cover Right CD-70 HC1304014-3 (Enclosed herewith)	SET	1.00		
4.1.2	Hydraulic Cylinder along with One Additional Set of Seals for K5 Drawing # Cover Right CD-70 HC1412003-2 (Enclosed herewith)	SET	1.00		
4.1.3	Hydraulic Cylinder along with One Additional Set of Seals for KA1, K29, K30 - Drawing DWG # CR125A (Enclosed herewith)	SET	3.00		
4.1.4	Hydraulic Cylinder along with One Additional Set of Seals for KA1, K29, K30 - Drawing DWG # CR125B (Enclosed herewith)	SET	6.00		
4.1.5	Hydraulic Cylinder along with One Additional Set of Seals for K4 Drawing DWG # CRP (Enclosed herewith)	SET	1.00		
4.1.6	Hydraulic Cylinder along with One Additional Set of Seals for KD5 Drawing DWG # RCC125DC (Enclosed herewith)	SET	2.00		
4.1.7	Hydraulic Cylinder along with One Additional Set of Seals for KD8, KD9, KD10, KD11 - Drawing DWG # RCC70DC(1) (Enclosed herewith)	SET	8.00		
4.1.8	Hydraulic Cylinder along with One Additional Set of Seals for KD8, KD9, KD10, KD11 - Drawing DWG # RCC70DC(2) (Enclosed herewith)	SET	8.00		
Total	Requirement of Hydraulic Cylinders (Along with One Additional Set of	Seals)	30.00		

#### 4. HYDRAULIC CYLINDERS







#### TECHNICAL SPECIFICATION FOR CHEMICALS & GASES

#### Annexure "E"

- 1. 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.
- 2. KTDMC accept transportation responsibility of Gases & Chemicals for collection of deliveries from supplier excluding delivery of Gas Liquid Nitrogen, which shall be supplier responsibilities.

	5.1 to 5.8. Chemicals & Gases (Total No. of Items: 08, Total Quantity: As per Need)					
Sr. No.	Item Description	UOM	Quantity (Required)			
5.1.1	TRICHLORO ETHYLENE (LIQUID - CHEMICAL)	LTR	500.00			
5.2.1	ALCOHOL ISO PROPYLENE (CHEMICAL)	LTR	50.00			
5.3.1	GAS AMMONIA (ANHYDROUS)	KG	500.00			
5.4.1	GAS NITROGEN (LIQUID) - (Approx Each Delivery of 400~500M3)	M3	3540.00			
5.5.1	GAS LPG	KG	365.00			
5.6.1	GAS ACETYLENE (Approx Each Cylinder 4.24M3 x 15 Cylinder)	M3	63.60			
5.7.1	GAS ARGON (Approx Each Cylinder 6.80 M3 x 15 Cylinder)	M3	102.00			
5.8.1	GAS OXYGEN (Approx Each Cylinder 6.80M3 x 15 Cylinder)	M3	102.00			

#### 5. CHEMICALS & GASES

#### **TECHNICAL SPECIFICATION FOR OIL & LUBRICANTS**

#### Annexure "F"

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.

The cost of transportation/deliveries of supplies shall be borne by supplier at its own cost and risk.

#### 6. OIL & LUBRICANTS

	6.1 to 6.4. Oil & Lubricants (Total No. of Items: 04, Total Quantity: 3479 Liters)					
Sr. No.	Item Description	UOM	Quantity (Required)			
6.1.1	ENGINE OIL (Delo Gold 500 15W-40 Or Equivalent)	LTR	100.00			
6.2.1	OIL SOLUBLE (Master Oil or Equivalent)	LTR	205.00			
6.3.1	HYDRAULIC OIL 68 (Shell Tellus S2 M 68 or Equivalent)	LTR	1254.00			
6.4.1	EDM MACHINE OIL (As per require Specification) Product Data sheet must meet Technical Specification as mentioned in table	LTR	1920.00			

#### **EDM MACHINE OIL – TECHNICAL SPECIFICATION**

Sr. No.	Description	Value	Unit	Tolerance
1	Kinematic Viscosity @ 40 °C	7.5	cSt	-20% & +10%
2	Density @ 20 ° C	830	Kg/m3	± 10%
3	Flash Point PMCC °C	>100	<sup>0</sup> C	-0% & +75%
4	Appearance	Water-white/ Transparent	Visual Inspection	N/A

# **SECTION VI: STANDARD FORMS**

- 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 Ferrous Material

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/kg)	Total price Excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Price inclusive Sales Tax (PKR)
1.1.	EN-31 Round Bar		908.53 Kg				
1.2.	H-13 Round Bar (Alternate of EN-31)		276.66 Kg				
1.3.	H-13 Round Bar		778.80 Kg				
1.4.	Medium Carbon Steel Plate		124.49 Kg				
1.5.	M.S Plate		263.00 Kg				
1.6.	M.S Plate (M.S Sheet)		200.08 Kg				
1.7.	M.S Checker Plate (Checkered Sheet)		350.00 Kg				
1.8.	M.S Hollow Shaft		24.00 Kg				
1.9.	M.S Angle		568.00 Kg				
1.10.	M.S Pipe		50.00 FT				
1.11.	S.S Pipe (Stainless Steel)		110.00 FT				

Name		. in the capacity of	Signature of
Bidder:	Duly authorized to sig	n the Bid for and on l	behalf of
Dated on	day of		Note: In case of discrepancy between unit price and
total, the unit price shall prevail			

#### Form 3: Price Schedule for Non - Ferrous Material

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/kg)	Total price Excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Price inclusive Sales Tax (PKR)
2.1.1	COPPER ROUND BAR DIA 12 MM x 4 Feet		36.00 FT				
2.1.2	COPPER ROUND BAR DIA 16 MM x 4 Feet		44.00 FT				
2.1.3	COPPER ROUND BAR DIA 20 MM x 5 Feet		40.00 FT				
2.1.4	COPPER ROUND BAR DIA 35 MM x 2 Feet		14.00 FT				

Name		in the capacity of	Signature of
Bidder:	Duly authorized to si	ign the Bid for and on behalf of	
Dated on	day of	20 Note: In case of di	screpancy between unit price and

total, the unit price shall prevail.

#### Form 3: Price Schedule for FCD Casting

 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/kg)	Total price Excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Price inclusive Sales Tax (PKR)
3.1.	FCD-550 Casting		1557.00 Kg				
3.2.	FCD-600 Casting		375.00 Kg				

 Name
 in the capacity of
 Signature of

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

total, the unit price shall prevail

#### Form 3: Price Schedule for Hydraulic Cylinders

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/set)	Total price Excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Price inclusive Sales Tax (PKR)
111	Hydraulic Cylinder along with One Additional Set of Seals for K5 - Drawing # HC1304014-3		1.00 Set				
111	Hydraulic Cylinder along with One Additional Set of Seals for K5 - Drawing # HC1412003-2		1.00 Set				
112	Hydraulic Cylinder along with One Additional Set of Seals for KA1, K29, K30 - Drawing DWG # CR125A		3.00 Set				
111	Hydraulic Cylinder along with One Additional Set of Seals for KA1, K29, K30 - Drawing DWG # CR125B		6.00 Set				
115	Hydraulic Cylinder along with One Additional Set of Seals for K4 - Drawing DWG # CRP		1.00 Set				
114	Hydraulic Cylinder along with One Additional Set of Seals for KD5 - Drawing DWG # RCC125DC		2.00 Set				
4.1.7	Hydraulic Cylinder along with One Additional Set of Seals for KD8, KD9, KD10, KD11 - Drawing DWG # RCC70DC(1)		8.00 Set				

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/set)	Total price Excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Price inclusive Sales Tax (PKR)
4.1.8	Hydraulic Cylinder along with One Additional Set of Seals for KD8, KD9, KD10, KD11 - Drawing DWG # RCC70DC(2)		8.00 Set				
Name .		in	the capaci	ty of			. Signature of
Bidder:							
Dated on							
total, the unit price shall prevail.							

#### Form 3: Price Schedule for Chemicals & Gases

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)
5.1.1	TRICHLORO ETHYLENE (LIQUID - CHEMICAL)		500.00 Ltr				
5.2.1	ALCOHOL ISO PROPYLENE (CHEMICAL)		50.00 Ltr				
5.3.1	GAS AMMONIA (ANHYDROUS)		500.00 Kg				
5.4.1	GAS NITROGEN (LIQUID) - (Approx Each Delivery of 400~500M3)		3540.00 M3				
5.5.1	GAS LPG		365.00 Kg				
5.6.1	GAS ACETYLENE (Approx Each Cylinder 4.24M3 x 15 Cylinder)		63.60 M3				
5.7.1	GAS ARGON (Approx Each Cylinder 6.80 M3 x 15 Cylinder)		102.00M3				
5.8.1	GAS OXYGEN (Approx Each Cylinder 6.80M3 x 15 Cylinder)		102.00M3				
Name			in the ca	pacity of			Signature of

	• • • • • • • • • • • • • • • • • • • •	In the capacity of	1	 Signature 0	л
Bidder:	Duly authorized to	sign the Bid for and on be	half of	 	
Dated on					
total, the unit price shall prevail					

#### Form 3: Price Schedule for Oil & Lubricants

Name of Bidder .....

Tender Number:

1	2	3	5	6	7	8	9
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
6.1.1	ENGINE OIL (Delo Gold 500 15W-40 Or Equivalent)		100.00 Ltr				
6.2.1	OIL SOLUBLE (Master Oil or Equivalent)		205.00 Ltr				
6.3.1	HYDRAULIC OIL 68 (Shell Tellus S2 M 68 or Equivalent)		1254.00 Ltr				
6.4.1	EDM MACHINE OIL (As per require Specification) Product Data sheet must meet Technical Specification		1920.00 Ltr				

Name		in the capacity o	of	Signature of
Bidder:	Duly authorized to sign t	he Bid for and on be	ehalf of	
Dated on	day of	20	. Note: In case of discrepancy between a	unit price and
total, the unit price shall prevail				

#### Form 4: Form of Qualification Information

1.	Individual Bidders or	1.1.	Constitution or legal status of Bidder:	[attach copy]
	Individual Members of			
	Joint Ventures		Place of registration: [insert]	

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

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.	

#### The Bidder must meet the following criteria

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

1.	Definitions	1.1.		ollowing words and expressions shall have the
				ngs hereby assigned to them:
			(a)	"Authority" means Public Procurement Regulatory Authority.
			(b)	The "Arbitrator" is the person appointed with
			(0)	
				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
			(1)	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
			(2)	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.
			(1)	"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

		1	
			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.
		(0)	"Eligible Country" means the countries and
			territories eligible for participation in accordance
			with the policies of the Federal Government.
		(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.
			For the number of this Contract "For-
			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.
		(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 interpreta		<b>T</b>	
2. Application and	2.1.		General Conditions shall apply to the extent that
interpretation		they an Contra	re not superseded by provisions of other parts of the ect.
	2.2.	In inte	rpreting these Conditions of Contract headings and
			al notes are used for convenience only and shall
1 1			ect their interpretations unless specifically stated;

		2.3.	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. 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.
Govern	ing 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.
Applica	able 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.
Standa	rds		
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. 6.2.	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. 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.
Inspect	ions 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

r	1		
			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.
Packin	g		
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.
Deliver	y 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

			SCC.
Trong	portation		500.
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.
Warra	nty/ Defect Liability	v Perio	d
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.
Payme	ent		
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. The currency of payment shall Pakistan Rupees.

Prices			
13.	Prices	13.1.	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.
Contra	act 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 F	Perform	ance
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.
Liquid	ated 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.
Termin	ation for Default		
17.		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.
Termin	ation for Force Ma	aieure	
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
			and 17, neither Party shall have any liability or be

r			
		18.2.	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. 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 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.
	ation for Insolvence		
19.	Termination for Insolvency	19.1.	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.
Termin	ation for Convenie		
20.	Termination for Convenience	20.1.	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 the date upon which such termination becomes effective.

Dispute	s Resolution	20.2.	<ul> <li>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:</li> <li>(a) To have any portion completed and delivered at the Contract terms and prices; and / or</li> <li>(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.</li> </ul>
21.	Disputes	21.1.	In the event of any dispute arising out of this contract,
21.	Resolution	21.1.	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.
Procedu	ure for Disputes Re	esolutio	n
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.
Replace	ement of Arbitrato	r	
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 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 a	nd 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	GCC	Amendments of, and Supplements to, Clauses in the GCC
Clause	Clause	Amenuments of, and Supplements to, Clauses in the GCC
Number	Number	
	$\frac{1}{1} (GCC 1)$	
1.	1.1(i)	The Procuring Agency is: Karachi Tool, Dies & Moulds Centre
2.	1.1(l)	The Supplier is: [Name and address]
3.	1.1(m)	The title of the subject procurement is: <b>Procurement of Assorted</b> <b>Materials (Ferrous &amp; Non-Ferrous Materials, FCD Casting,</b> <b>Hydraulic Cylinders, Chemicals &amp; Gases and Oils &amp;</b> <b>Lubricants).</b>
Governin	g Languag	ge (GCC 3)
4.	3.1	The Governing Language shall be: English
Applicab	le Law (GO	CC 4)
5.	4.1	The Applicable Law shall be: Laws of the Pakistan
Inspection	ns and Tes	ts (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 Clau	ise 8)
7.	8.2	The following <b>SCC</b> shall supplement <b>GCC Clause 8.2</b> : The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.
Delivery a	and Docun	nents (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	y (GCC Cl	ause 11)
9.	11.2	The warranty period shall be in accordance with the Schedule of

SCC	GCC	Among descender of and Second second at the Classical in the CCC				
Clause	GCC Clause	Amendments of, and Supplements to, Clauses in the GCC				
Number	Number					
	Number	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:				
		<ul> <li>(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,</li> <li>Or</li> <li>(b) pay liquidated damages to the Procuring Agency with</li> </ul>				
		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.				
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	Applicable rate: One tenth of one percent of the price of each item of the supplies not timely delivered for each calendar day				
		Maximum deduction: Not more-then ten (10%) percent of the total bid value.				
Notices (	GCC Claus	se 24)				
12.	24.1	<ul> <li>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</li> </ul>				
		Supplier's address for notice purposes:				

# **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 time 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]