

Standard Bidding Document

Procurement of Machines Supply, Commissioning and Installation of Air
Dryer, Blade Welding and Sand Blasting Machine
(Goods)

National

Single Stage-One Envelope



August 14, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** has reserved Funds for the procurement planned for FY **2026-27**. The **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of Machines Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine**" with the reference of "**P89230**"
2. The **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/89230>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before

Wednesday, September 2, 2026 10:30 AM. E-bids will be opened using **EPADS v2.0** on the same day at **Wednesday, September 2, 2026 11:00 AM.** Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 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.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. 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.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. 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 Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

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.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, 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 Document

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 for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document 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 document.

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 uploaded on **EPADS v2.0**. 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 through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 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 through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids 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 Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise 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 otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 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.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s).

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or 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 Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

- a. the expiry of the Bid Security;
- b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
- c. the rejection by the Procuring Agency of all Bids;
- d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- a. if a Bidder:
- b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
- c. does not accept the correction of errors; or
- d. in the case of a successful Bidder, if the Bidder fails:
- e. to sign the contract; or
- f. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 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: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids 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.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 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 25.2**, it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. 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;
2. 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
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 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 Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to

perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, 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), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Karachi Tools Dies & Moulds Centre (KTDMC)**
(Karachi Tools Dies & Moulds Centre (KTDMC))

The subject of procurement is: **Procurement of Machines Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine**

Expected commencement date: **Friday, September 25, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P89230**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **2**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Tuesday, August 25, 2026

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Certificate of registration with Income Tax & Sales Tax Required
2. Certificate of incorporation or Certification of registration with FBR and Minimum 5 Copies of contracts or purchase orders issued by clients
3. Duly signed and stamped Form of Bid And must be attached Product Brochure / technical specification of quoted items.
4. General Power of Attorney must be submitted on company letterhead.

BDS Clause Number 6

ITB Number 11.1

Items/Lots and threere related documents:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 11

ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order**

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province). before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, September 2, 2026 10:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13

ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Wednesday**

Date: **Wednesday, September 2, 2026**

Time : **11:00 AM**

BDS Clause Number 14

ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

Grievance against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.



Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
1 The Applicant must be registered with Income Tax and Sales Tax Departments. Certificate of registration with Income Tax & Sales Tax Required	Yes
2 The Applicant must be on Active Tax Payer List maintained by FBR. Verification shall be done using FBR Online Verification (Copy required)	Yes
3 The Applicant must have the minimum (05) 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	Yes
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 And must be attached Product Brochure / technical specification of quoted items.	Yes
5 Written confirmations of authorization for participation in tender on company behalf General Power of Attorney must be submitted on company letterhead.	Yes

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.

Yes



Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)



Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Warranty
Supply, Commissioning and Installation of AIR DRYER (Complete in all aspects)	Air dryers	Address: Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province). Schedule: 120 Quantity: 1/set	1/set	45000 PKR	1 Years
Supply, Commissioning and Installation of BLADE WELDING MACHINE (Complete in all aspects)	Band saw blade welder	Address: Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province). Schedule: 120 Quantity: 1/set	1/set	30000 PKR	1 Years
Supply, Commissioning and Installation of SAND BLASTING MACHINE (Complete in all aspects)	Sand blasting machine	Address: Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province). Schedule: 120 Quantity: 1/set	1/set	35000 PKR	1 Years

Related Services of Goods:

Yes

Item	UNSPSC	Related Services
Supply, Commissioning and Installation of AIR DRYER (Complete in all aspects)	Air dryers	Supplier must ensure availability of spare parts at least 05-Years.
Supply, Commissioning and Installation of BLADE WELDING MACHINE (Complete in all aspects)	Band saw blade welder	Supplier must ensure availability of spare parts at least 05-Years.
Supply, Commissioning and Installation of SAND BLASTING MACHINE (Complete in all aspects)	Sand blasting machine	Supplier must ensure availability of spare parts at least 05-Years.

Items/Lot Specification

Items Without Lots :

Item: Supply, Commissioning and Installation of AIR DRYER (Complete in all aspects)

UNSPSC: Air dryers

Specifications / Requirements:

DRYER TYPE: REFRIGERANT TYPE AIR DRYER REFRIGERANT: R407C POWER SUPPLY: 220~230V/1P/50Hz FLOW RATE (m3/min): 6~10 m3/min OPERATING PRESSURE (bar): 6~8 bar
MAXIMUM PRESSURE (bar): 13~16 bar COOLING TYPE: AIR COOLED PRESSURE DEW POINT: 2~4 °C Warranty & After Sales • Minimum 01-Year (12 months) warranty from the date of commissioning. • Supplier must ensure availability of spare parts at least 05-Years.

Item: Supply, Commissioning and Installation of BLADE WELDING MACHINE (Complete in all aspects)

UNSPSC: Band saw blade welder

Specifications / Requirements:

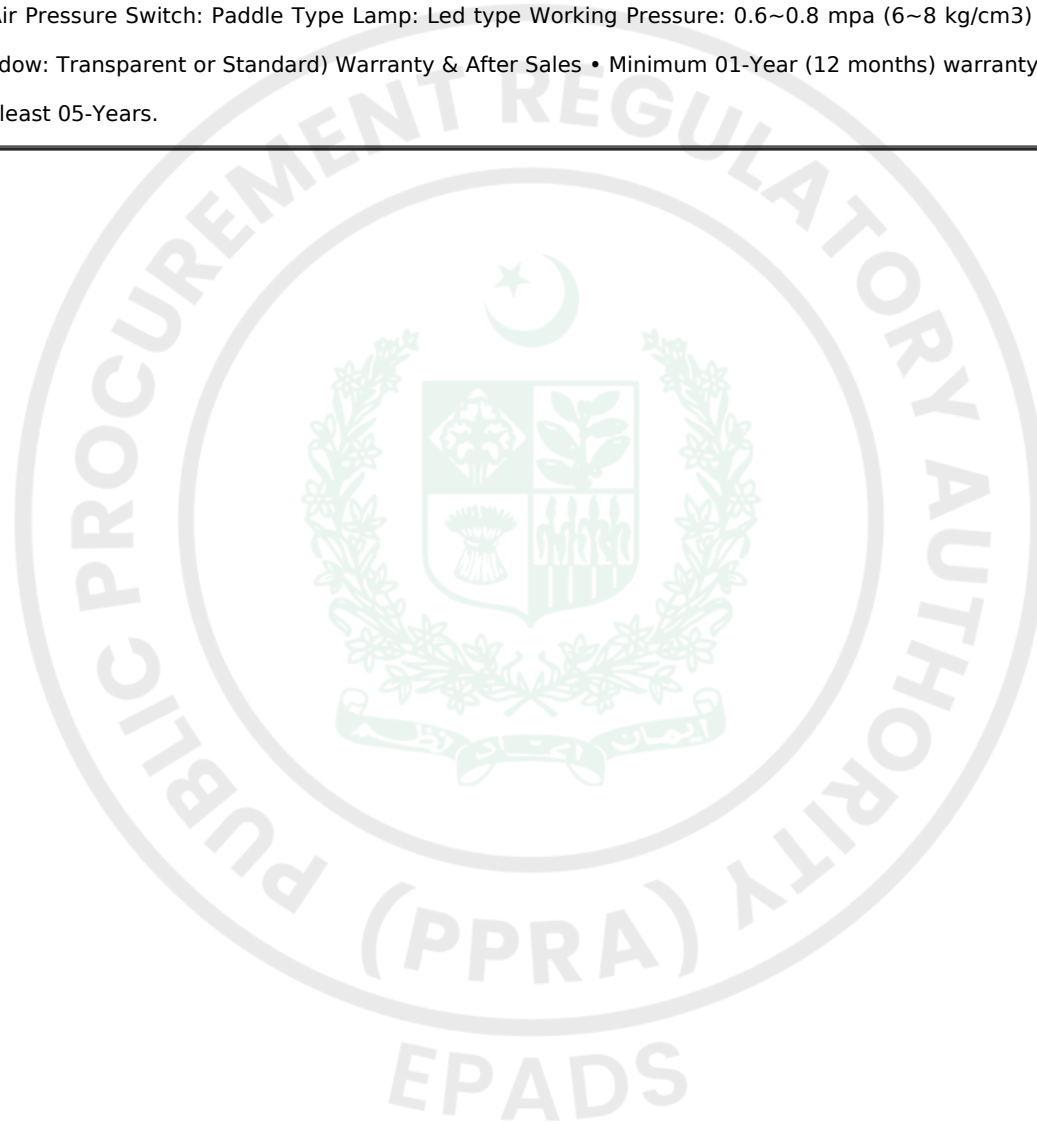
Type: Semiauto Operated Type of Blade For Welding: Bimetal Band Saw blade Welding Range: 41mm Thickness of Blade for welding: 0.5 to 1.3mm After welding process required:
Annealing Welding Type: Butt welding or flash butt welding Warranty & After Sales • Minimum 01-Year (12 months) warranty from the date of commissioning. • Supplier must ensure availability of spare parts at least 05-Years.

Item: Supply, Commissioning and Installation of SAND BLASTING MACHINE (Complete in all aspects)

UNSPSC: Sand blasting machine

Specifications / Requirements:

Cabin size: 800~1000 x 500~700 x 500~700mm or Standard Cabin Sheet Gauge: 19 or better Rotary Table: Standard Cyclone & Blower: Standard Air gun with Ceramic Nozzle: 2 sets Motor: Standard Dust Filter: 2 sets Air Pressure Switch: Paddle Type Lamp: Led type Working Pressure: 0.6~0.8 mpa (6~8 kg/cm3) Operating System: Hose & Gloves Abrasive Media: 220, 400 Gray color 5Kg each Window: Transparent or Standard) Warranty & After Sales • Minimum 01-Year (12 months) warranty from the date of commissioning. • Supplier must ensure availability of spare parts at least 05-Years.



Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- b. "Procuring Agency" means:-
 - a. any Ministry, Division, Department or any Office of the Government;
 - b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise.
- i. "Effective Date" means the date on which this Contract comes into force and effect.
- j. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
- k. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

- q. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;
- r. "In Writing" means communicated in written form with proof of receipt;
- s. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; 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.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Services, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a 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.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result

of Force Majeure.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 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 15**.

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: Procurement of Machines Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head
Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).
+92-310-333-4330
ghulam.haider@ktdmc.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head
Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).
+92-310-333-4330
ghulam.haider@ktdmc.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01% to 0.10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

Required Brand New product, bearing relevant reference Product Brochure of manufacturer

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Manufacturer's or Supplier's Valid Warranty Certificate;

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 37

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P89230**

To: **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).**

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 (not more than) 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:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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 (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))**, Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Procurement of Machines Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine (P89230)** and has accepted a Bids by the Bidder for the provision of Goods 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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods 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 Bidder in consideration of the provision of Goods 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.

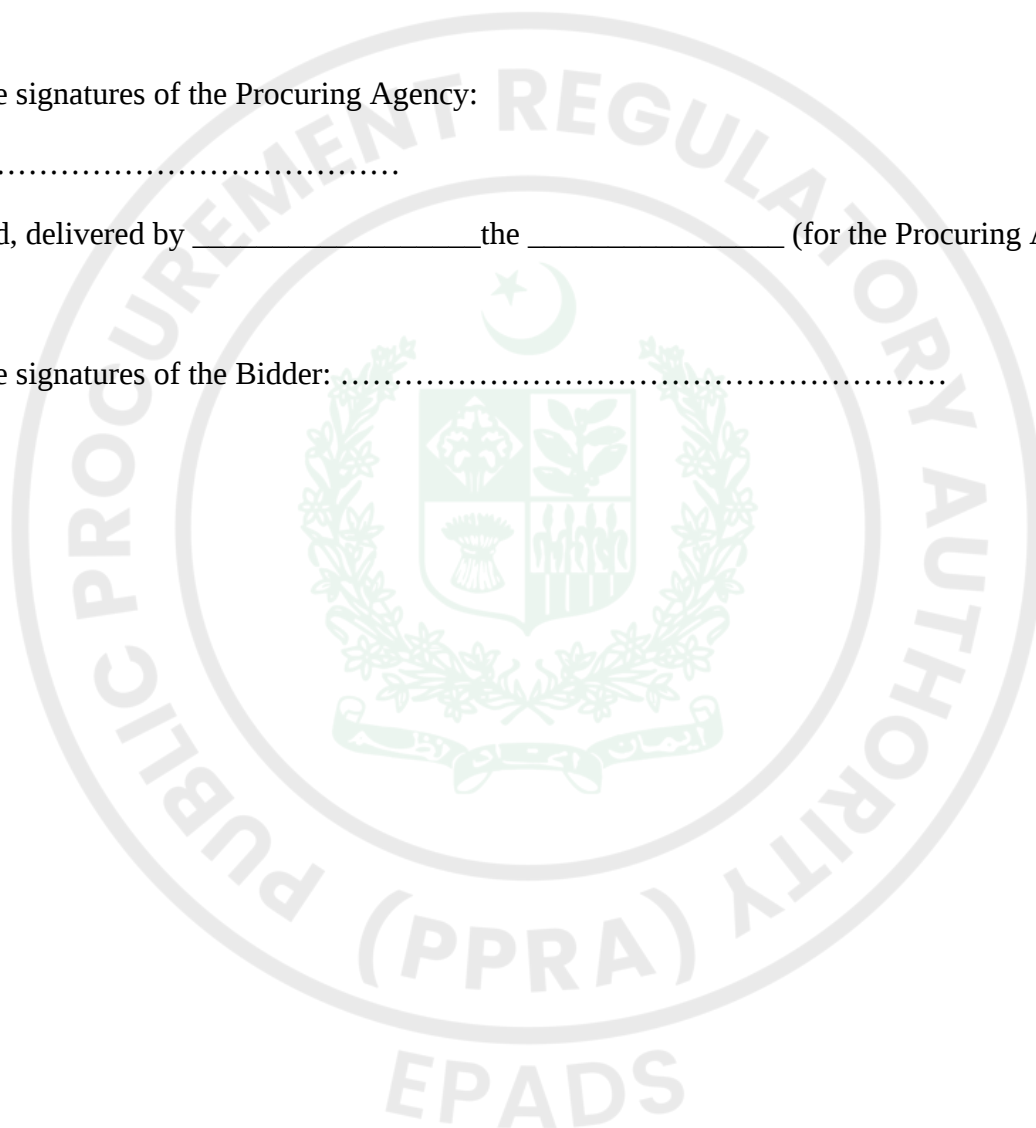
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Bidding Documents

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Documents** (page number: 68)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 124)







Additional Forms and Documents

Bidding Documents

For

**Supply, Commissioning and Installation of
Air Dryer, Blade Welding and Sand
Blasting Machine**

Bid No. 157/KTDMC/2026-27

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)

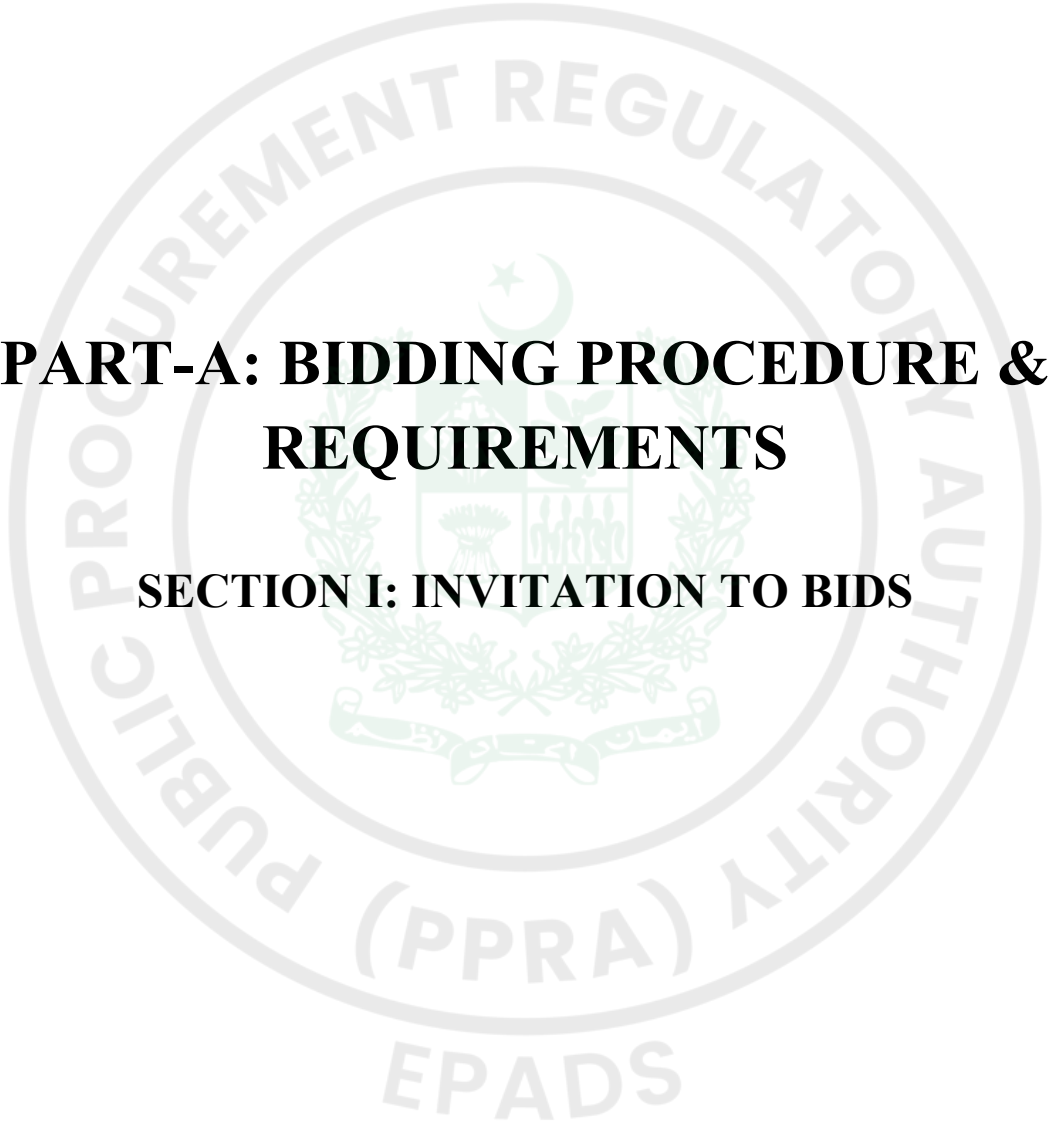
This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

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. 157/KTDMC/2026-27
For
Supply, Commissioning and Installation of Air Dryer, Blade
Welding and Sand Blasting Machine

Invitation to Bids

Date: 16th August, 2026

1. This Invitation to Bids follows the Procurement Advertisement (PA) No. **157/KTDMC/2026-27** for the subject Procurement which appeared in **Newspaper** on **dated 16th August, 2026**.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2025-26. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine**.
3. The Procuring agency Karachi Tools, Dies and Moulds Centre (hereinafter called "KTDMC") invites electronic Bids (e-Bids) from eligible bidders/applicants (Service-providers/Contractors), registered in EPADS with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for provision of **Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine**.
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 **05% Bid Security** in Pak Rupees in the shape of bank draft/pay order in the name of **"Karachi Tools, Dies & Moulds Centre"**.
1. Electronic bids prepared in accordance with the instruction provided in tender documents must be submitted by using EPADS on or before **2nd September, 2026** at **10:30am**. The bids will be opened promptly at **11:00am** by using EPADS, thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the address given below.

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) 35121888 & 35120499 – 500 | 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 BDS .
2. Source of Funds	2.1.	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1.	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2.	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3.	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4.	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5.	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6.	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to

		the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7.	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8.	A Bidder may be ineligible if – a) he is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; 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. 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.

	3.9.	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10.	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
4. Eligible Goods and Related Services	4.1.	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2.	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3.	If so, required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan, the goods indicated in its Bid.
5. One Bid per Bidder	5.1.	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
6. Cost of Bidding	6.1.	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

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 copies to be completed and returned with the Bid is specified in the BDS .

	7.3.	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the pdf version downloaded from the website of the Procuring Agency.
	7.4.	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1.	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
	8.2.	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 22.1. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3.	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a 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.	The Bid prepared by the Bidder shall constitute the following components: - - Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; - Details of the Sample(s) where applicable and requested in the BDS. - Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; - 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; - Bid Securing Declaration furnished in accordance with ITB 18;

		f) Power of Attorney authorizing the signatory of the Bidder to submit the bid; and g) Any other document required in the BDS.
	11.2.	Where a sample(s) is required by a procuring agency, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b) carriage paid; c) received on, or before, the closing time and date for the submission of bids; and d) evaluated to determine compliance with all characteristics listed in the BDS.
	11.3.	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s) a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4.	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them
	11.5.	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2.	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: a) a detailed description of the essential Technical Specification and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specification demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specification; c) any other procurement specific documentation requirement as stated in the BDS
	12.3.	For purposes of the commentary to be furnished pursuant to ITB 12.2(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specification, are intended

		to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification.
	12.4.	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2.	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	13.3.	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. b) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specification. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1.	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1.	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods, it proposes to supply under the contract.
	15.2.	A bidder may bid for one or more or all items stated in the Schedule of Requirements.
	15.3.	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (Installation, Freight, Handling, Insurance, Customs, duties, Taxes, Loading/ unloading, etc., if any) incidental to delivery at KTCMC.
	15.4.	Any or all the items, a bidder offers to supply, must be listed and priced separately in the Price Schedule(s).

	15.5.	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27.
16. Bid Currencies	16.1.	Prices shall be quoted in Pakistan Rupees, unless otherwise specified in the BDS.
17. Bid Validity Period	17.1.	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid securing declaration.
	17.2.	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Securing Declaration provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Securing Declaration	18.1.	Pursuant to ITB 11, the Bidder shall furnish as part of its Bid, a Bid Securing Declaration as specified in the BDS in the format provided in Form 2 of Section VI (Standard Forms)
	18.2.	The Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.5.
	18.3.	The Bid Securing Declaration shall be furnished in accordance with the Form 2 of Section VI (Standard Forms)
	18.4.	Any Bid not accompanied by a Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non- responsive, pursuant to ITB 27
	18.5.	The Bid Securing Declaration executed: a) if a Bidder: i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii. does not accept the correction of errors pursuant to ITB 29.3; or 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, Substitution, and Modification of Bids	19.1.	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2.	Bids requested to be withdrawn in accordance with ITB19.1 shall be returned unopened to the Bidders.
20. Format and Signing of Bid	20.1.	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking 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

D. SUBMISSION OF BIDS

21. Sealing and Marking of Bids	21.1.	Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened.
	21.2.	The envelope shall: 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 Submission of Bids	22.1.	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.
	22.2.	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring

		Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Bids	23.1.	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22.
	23.2.	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
24. Withdrawal of Bids	24.1.	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid is received by the Procuring Agency prior to the deadline for submission of Bids.
	24.2.	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 21

E. OPENING AND EVALUATION OF BIDS

25. Opening of Bids	25.1.	The Procuring Agency shall open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
	25.2.	The bidders' names, bid modifications or withdrawal, Bid prices, the total amount of each Bid, the presence or absence of Bid Securing Declaration, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency.
	25.3.	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 23.
	25.4.	The Procuring Agency shall prepare minutes of the Bid opening.
	25.5.	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
26. Confidentiality	26.1.	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2.	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	26.3.	Notwithstanding ITB 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

27. Clarification of Bids	27.1.	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	27.2.	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. The correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 30.
	27.3.	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	27.4.	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Bids	28.1.	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. 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: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

		c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	28.3.	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 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 – a) Furnish required information concerning the number of its employees; b) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	28.5.	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
	28.5.	
29. Examination of Terms and Conditions; Technical Evaluation	29.1.	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	29.2.	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 21, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specification of the Bidding Documents have been met without material deviation or reservation.
	29.3.	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 28, it shall reject the Bid.

30. Correction of Errors	30.1.	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	30.2.	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Securing Declaration may be executed in accordance with ITB 18.5.
31. Evaluation of Bids	31.1.	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 28.
	31.2.	In evaluating each item included in the Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Schedule of Requirements and Technical Specification.
	31.3.	The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) price, inclusive of the costs (freight, handling, insurance, customs, duties, taxes, loading/unloading, etc.) incidental to delivery, installation, commissioning, trial & training at KTDMC for each item separately, the bidder proposes to deliver under the contract.
32. Domestic Preference	32.1.	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
33. Determination of Most Advantageous Bid	33.1.	The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each item separately, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and

		accordance with the schedule of requirements and Technical Specification, to determine the most advantageous bid, for each item individually.
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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 be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and
35. Procuring Agency's Right to reject All Bids	35.1.	Notwithstanding ITB 34, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	35.2.	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	35.3.	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
36. Procuring Agency's Right to Vary Quantities at the Time of Award	36.1.	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
37. Notification of Award	37.1.	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	37.2.	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 Contract	38.1.	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	38.2.	Immediately after the Redressal of grievance by the GRC, if any, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	38.3.	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
39. Performance Security (or Guarantee)	39.1.	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	39.2.	The Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS.
	39.3.	Failure of the successful Bidder to comply with the requirement of ITB 39.1 shall constitute sufficient grounds for the annulment of the award and execution of the Bid Securing Declaration, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
40. Arbitrator	40.1.	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
41. Corrupt & Fraudulent Practices	41.1.	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

42. Constitution of Grievance Redressal	42.1.	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist, depending the nature of the procurement.
43. GRC Procedure	43.1.	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	43.2.	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

	43.3.	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	43.4.	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelopes 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 of Blacklisting	44.1.	The Mechanism of Blacklisting shall be in accordance with the Public Procurement Rules, 2004, including rule 19 of the rules.
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SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

A. Introduction

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	Name of Procuring Agency : Karachi Tools, Dies & Moulds Centre The subject of procurement is: : Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine. Period for delivery of goods: : 150 Days Commencement date for delivery of Goods: : After signing of contract in accordance with the schedule of requirement and Technical Specification
2.	2.1	Financial year for the operations of the Procuring Agency : For the year ending June 30, 2027 Name of financing institution : Karachi Tools, Dies & Moulds Centre Name and identification number of the Contract: : Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine. Reference # 157/KTDMC/2026-27
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: Two (02)
4.	4.1	Ineligible country(s) are: Refer Section-IV
5.	4.3	Demonstration of authorization by manufacturer: In accordance with the Schedule of Requirements and Technical Specification

B. Bidding Documents

6.	7.2	The number of documents to be completed and returned is one set of original documents
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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: English
9.	11.1 (b)	Detail of sample(s)/specification to be submitted with the Bid: In accordance with the Schedule of Requirements and Technical Specification.
10.	13	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 (Installation, Freight, Handling, Insurance, Customs, duties, Taxes, Loading/ unloading, etc., if any) incidental to delivery at KTDMC.
12.	15.5	The price shall be fixed.
13.	16.1	Prices shall be quoted in Pakistan Rupees.
14.	17.1	The Bid Validity period shall be 90 Days.
15.	18.1	The amount of Bid Security shall be: 05% (Five Percent) The currency of the Bid Security shall be: Pakistan Rupees Indicate whether Bid Securing Declaration is applicable: NO
16.	18.3	The Bid Security shall be in the form of: bank draft/pay order in the name of “Karachi Tools, Dies & Moulds Centre”.
17.	20.2	Written confirmations of authorization are: General Power of Attorney must be submitted.

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 Floor/Room No.: Board Room City/Town: Karachi, Pakistan
19.	21.2 (b)	ITB Title and No: Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine.

		under reference tender # 157/KTDMC/2026-27
		Time and date for submission: 2nd September, 2026 till 10:30 am.
20.	22.1	Bear the words, “DO NOT OPEN BEFORE” Time and date for submission: 2nd September, 2026 till 10:30 am.
21.	23.1	The deadline for Bid submission is a) Day: Wednesday b) Date: 2nd September, 2026 c) Time: 10:30 am

E. Opening and Evaluation of Bids

22.	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: Pakistan a) Day: Wednesday b) Date: 2nd September, 2026 c) Time: 11:00 am
23.	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.

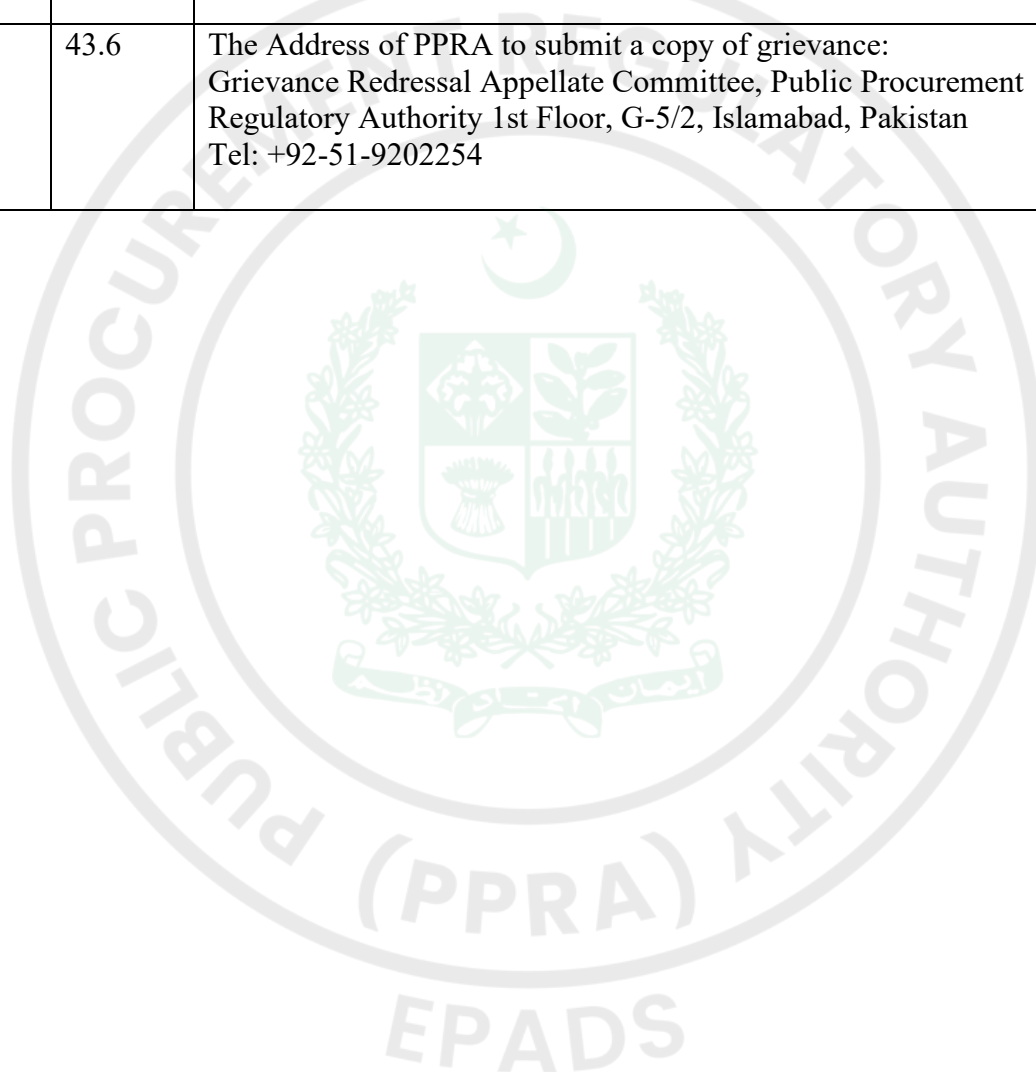
F. Award of Contract

24.	36.1	Percentage for quantity increase or decrease is 15% (Fifteen Percent)
25.	39.1	The Performance Security (or guarantee), valid for 12 months, shall be: 10% (Ten Percent)

26.	39.2	The Performance Security (or guarantee) shall be in the form of: Pay-Order or Bank Guarantee issued by a scheduled bank in Pakistan in the name of “ Karachi Tools, Dies & Moulds Centre ”
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

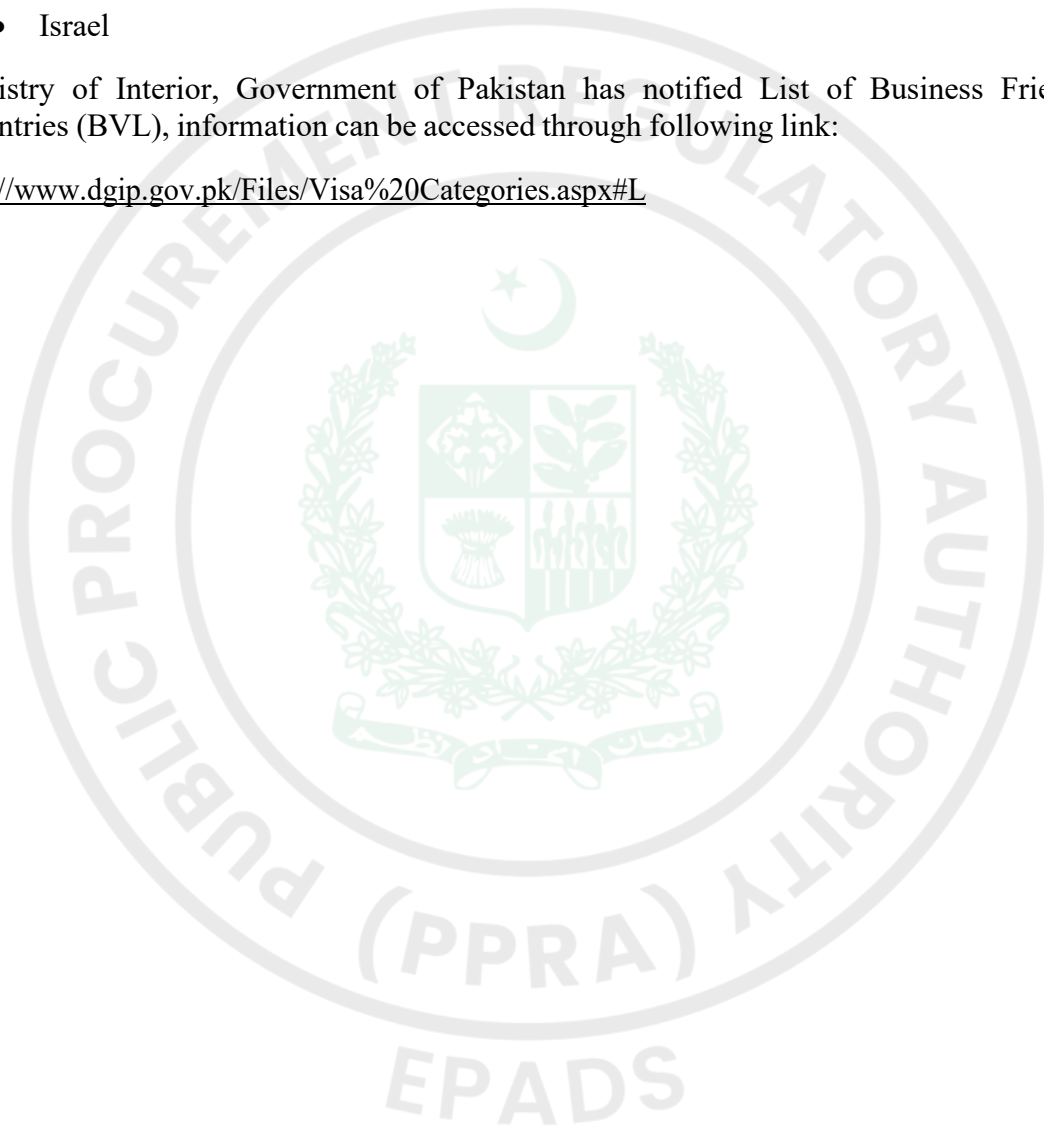
All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

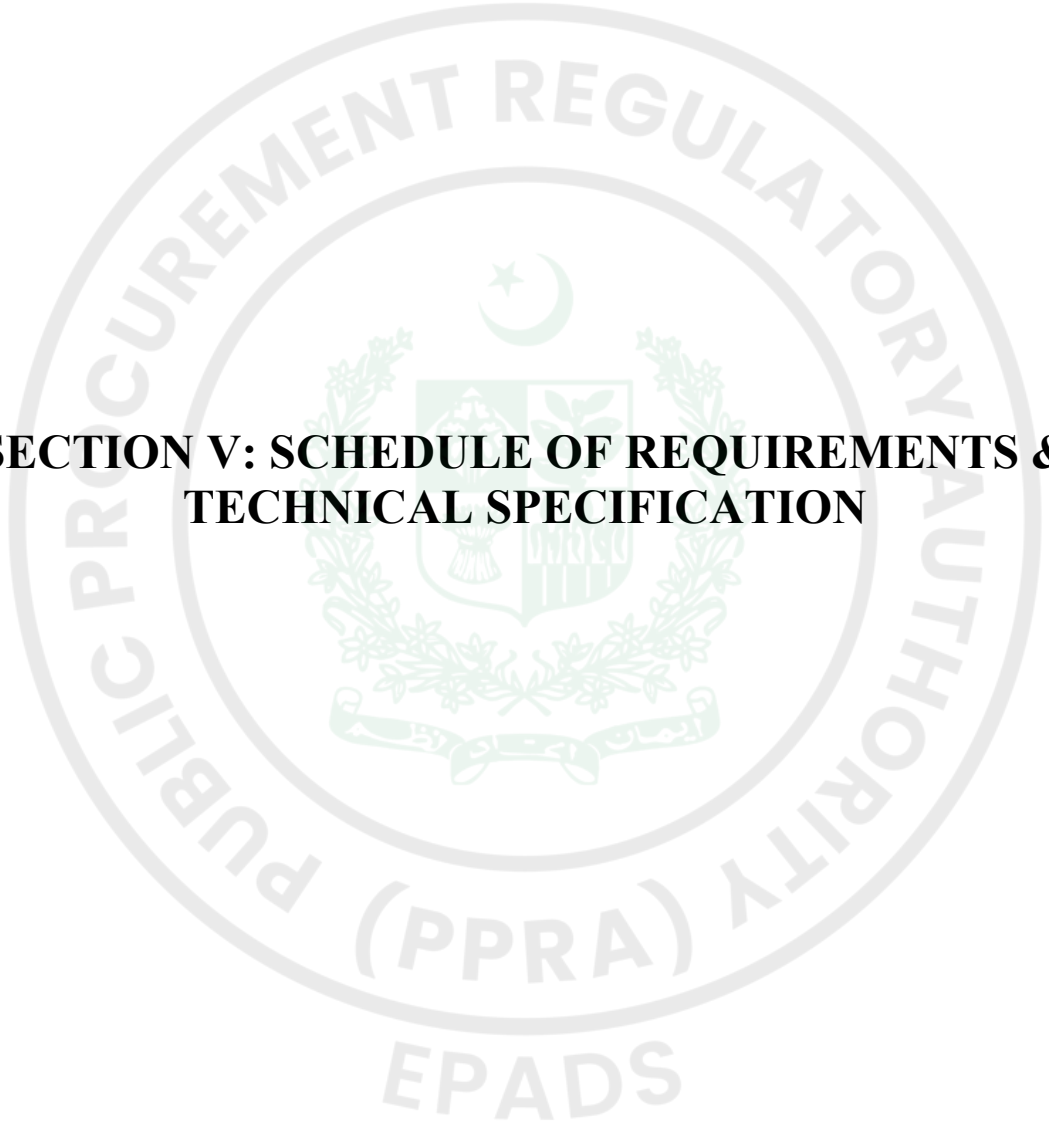
Following countries are ineligible to participate in the procurement process:

- 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 item within 17 Week (**119 Days**) with complete **Supply, Commissioning and Installation of Air Dryer, Blade Welding and Sand Blasting Machine** after issuance of Purchase Order under prescribed terms and condition of bidding documents.

Sr. No.	Description of Goods	Quantity	Unit	Delivery Period	Annexure
1.	Supply, Commissioning and Installation of AIR DRYER (Complete in all aspects)	01	Set	17 Weeks	Annexure "A"
2.	Supply, Commissioning and Installation of BLADE WELDING MACHINE (Complete in all aspects)	01	Set	17 Weeks	Annexure "B"
3.	Supply, Commissioning and Installation of SAND BLASTING MACHINE (Complete in all aspects)	01	Set	17 Weeks	Annexure "C"

ANNEXURE “A”
TECHNICAL SPECIFICATIONS FOR SUPPLY COMMISSIONING
AND INSTALLATION OF AIR DRYER
 (Refrigerant Type Air Dryer)

The offered equipment must meet the following minimum technical requirements:

AIR DRYER	
DRYER TYPE	REFRIGERANT TYPE AIR DRYER
REFRIGERANT	R407C
POWER SUPPLY	220~230V/1P/50Hz
FLOW RATE (m3/min)	6~10 m3/min
OPERATING PRESSURE (bar)	6~8 bar
MAXIMUM PRESSURE (bar)	13~16 bar
COOLING TYPE	AIR COOLED
PRESSURE DEW POINT	2~4 °C

Warranty & After Sales

- Minimum 01-Year (12 months) warranty from the date of commissioning.
- Supplier must ensure availability of spare parts at least 05-Years.

ANNEXURE “B”
TECHNICAL SPECIFICATIONS FOR SUPPLY COMMISSIONING
AND INSTALLATION OF BLADE WELDING MACHINE
 (Blade Welding Machine – Semi Automatic)

The offered equipment must meet the following minimum technical requirements:

BLADE WELDING MACHINE	
Type	Semiauto Operated
Type of Blade For Welding	Bimetal Band Saw blade
Welding Range	41mm
Thickness of Blade for welding	0.5 to 1.3mm
After welding process required	Annealing
Welding Type	Butt welding or flash butt welding

Warranty & After Sales

- Minimum 01-Year (12 months) warranty from the date of commissioning.
- Supplier must ensure availability of spare parts at least 05-Years.

ANNEXURE “C”
TECHNICAL SPECIFICATIONS FOR SUPPLY COMMISSIONING
AND INSTALLATION OF SAND BLASTING MACHINE
(Sand Blasting Machine – Cabinet Type)

The offered equipment must meet the following minimum technical requirements:

SAND BLASTING MACHINE	
Cabin size	800~1000 x 500~700 x 500~700mm or Standard
Cabin Sheet Gauge	19 or better
Rotary Table	Standard
Cyclone & Blower	Standard
Air gun with Ceramic Nozzle	2 sets
Motor	Standard
Dust Filter	2 sets
Air Pressure Switch	Paddle Type
Lamp	Led type
Working Pressure	0.6~0.8 mpa (6~8 kg/cm³)
Operating System	Hose & Gloves
Abrasive Media	220, 400 Gray color 5Kg each
Window	Transparent or Standard)

Warranty & After Sales

- Minimum 01-Year (12 months) warranty from the date of commissioning.
- Supplier must ensure availability of spare parts at least 05-Years.

SECTION VI: STANDARD FORMS

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



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: Price Schedule

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 Tax (PKR)	Total price Excluding Tax (PKR)	Tax (PKR)	Total Price inclusive Tax (PKR)
1.	Supply, Commissioning and Installation of Air Dryer (Complete in all aspects)		01 Set				
2.	Supply, Commissioning and Installation of Blade Welding (Complete in all aspects)		01 Set				
3.	Supply, Commissioning and Installation of Sand Blasting Machine (Complete in all aspects)		01 Set				

Name In the capacity of Signature of Bidder:

..... Duly authorized to sign the Bid for and on behalf of Dated

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

unit price shall prevail

Form 3: Form of Qualification Information

- 1. Individual Bidders or** 1.1. Constitution or legal status of Bidder: [attach copy]
- Individual Members of** Place of registration: [insert]
- Joint Ventures** Principal place of business: [insert]
- Power of attorney of signatory of Bid: [attach]

The Bidder must meet the following criteria

Sr. No.	Requirements	Supporting Evidence	Evidence attached (Yes / No)
1	The Applicant must be registered with Income Tax and Sales Tax Departments.	Certificate of registration with Income Tax & Sales Tax Required	
2	The Applicant must be on Active Tax Payer List maintained by FBR.	Verification shall be done using FBR Online Verification (Copy required)	
3	The Applicant must have the minimum (05) 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 And must be attached Product Brochure / technical specification of quoted items.	
5	Written confirmations of authorization for participation in tender on company behalf	General Power of Attorney must be submitted on company letterhead.	
6	The bidder must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations.	Bidder's Declaration on stamp paper of Rs.100.	

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form 4: 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

Form 5: Bid Security Form

To: [name of the Procuring Agency]

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto [name of PA] (hereinafter called “the Procuring Agency”) in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ___ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

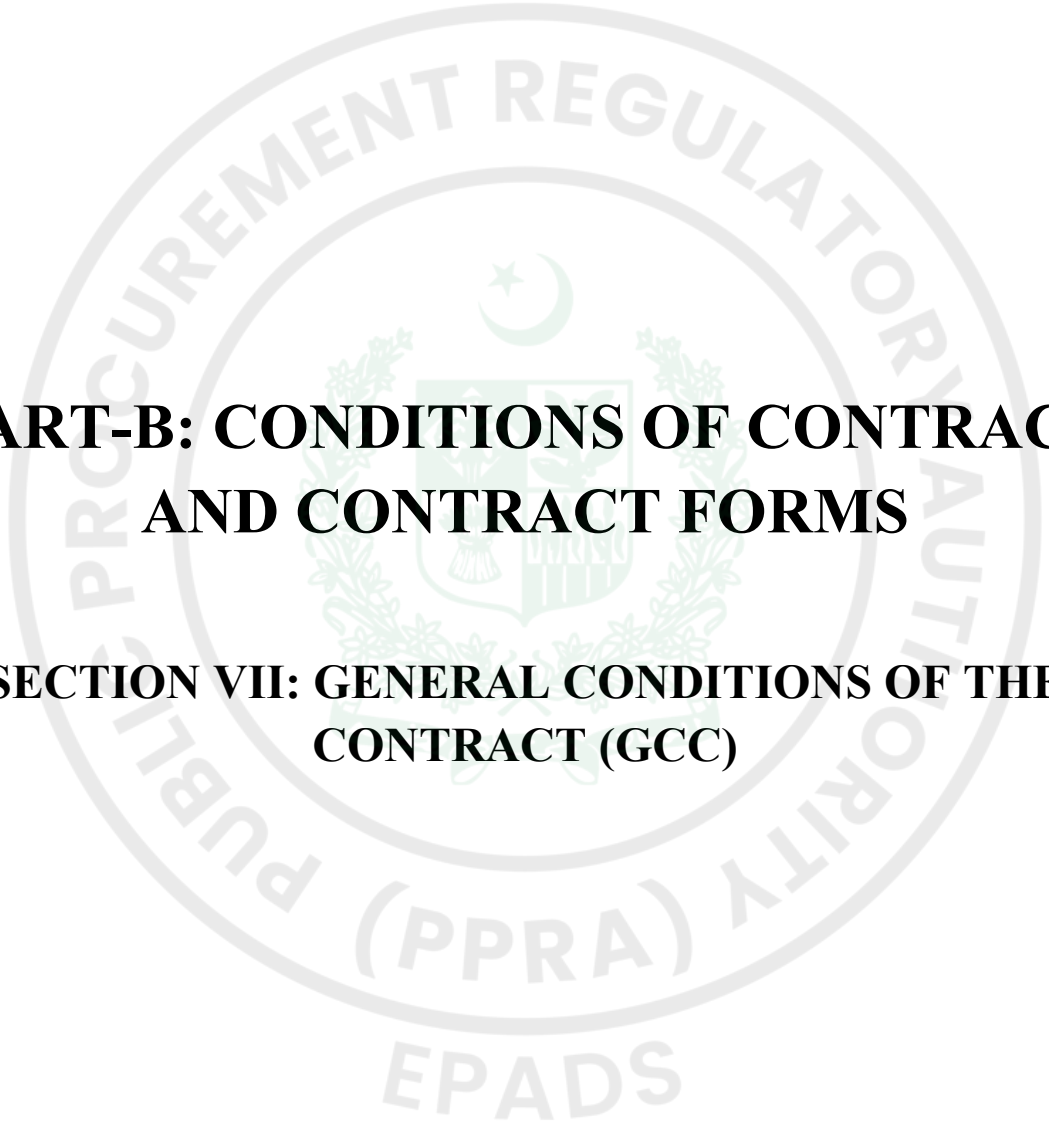
1. If the Bid
 - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - (b) Disagreement to arithmetical correction made to the Bid price; or
 - (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:..... in the capacity of

signed _____
[Signature of the Bank]

Dated on _____ day of _____ 20 ____



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

			(n)	“Day” means calendar day.
			(o)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			(p)	“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 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 interpretation				
2.	Application and interpretation	2.1.	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.	
		2.2.	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.	
		2.3.	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract,	

			(3) General Conditions of Contract, (4) Letter of Acceptance, (5) Specifications (6) Contractor's Bid, and (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
Governing Language			
3.	Governing Language	3.1.	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC.
Applicable Law			
4.	Applicable Law	4.1.	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
Standards			
5.	Standards	5.1.	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification.
Patent and Copy Rights			
6.	Patent and Copy Rights	6.1.	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		6.2.	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
Inspections and Test			
7.	Inspections and Test	7.1.	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specification shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		7.2.	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

		7.3.	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		7.4.	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
Packing			
8.	Packing	8.1.	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		8.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
Delivery and Documents			
9.	Delivery and Documents	9.1.	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
Transportation			
10.	Transportation	10.1.	The Supplier is required under the Contract to transport the Goods at Karachi Tools, Dies & Moulds Centre at its own risk and cost, which shall be included in the Contract Price.
Warranty/ Defect Liability Period			
11.	Warranty/ Defect Liability Period	11.1.	The Supplier warrants that the Goods supplied under the Contract are new, unused, and in accordance with the Schedule of Requirements and Technical Specification. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications).
		11.2.	This warranty shall remain valid for a period specified in the SCC.

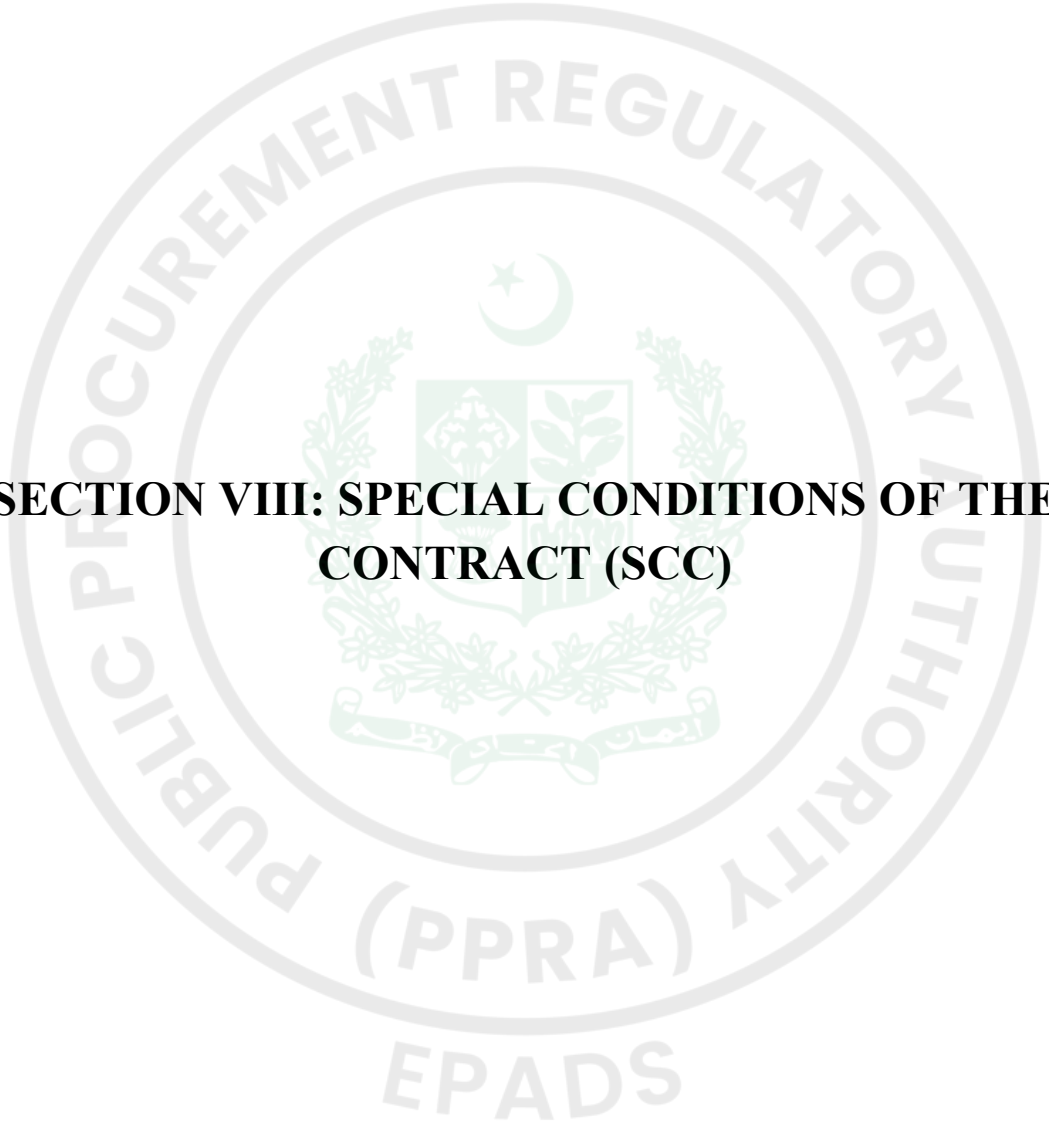
		11.3.	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		11.4.	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
		11.5.	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
Payment			
12.	Payment	12.1.	Upon the delivery of the Goods, payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice, supported by the acceptance certificate issued by the Procuring Agency, in Pakistan Rupees.
		12.2.	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
		12.3.	The currency of payment shall Pakistan Rupees.
Prices			
13.	Prices	13.1.	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (Installation, Freight, Handling, Insurance, Customs, duties, Taxes, Loading/ unloading, etc., if any) incidental to delivery at KTDMC.
Contract Amendments			
14.	Contract Amendments	14.1.	Subject to GCC Clause 13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
Delays in the Supplier's Performance			
15.	Delays in the Supplier's Performance	15.1.	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		15.2.	If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely

			duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		15.3.	Except as provided under GCC Clause 18, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.
Liquidated Damages			
16.	Liquidated Damages	16.1.	Subject to GCC Clause 18, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 17.
Termination for Default			
17.	Termination for Default	17.1.	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		17.2.	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		(a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract
		(b)	the Supplier fails to perform any other obligation(s) under the Contract;
		(c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
		(d)	the supplier has abandoned or repudiated the contract.
		(e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		(f)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and

			(g) if the Procuring Agency determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this clause: “Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		17.3.	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
Termination for Force Majeure			
18.	Termination for Force Majeure	18.1.	Notwithstanding the provisions of GCC Clauses 15, 16, and 17, neither Party shall have any liability or be 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
		18.2.	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.	
Termination for Insolvency				
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.	
Termination for Convenience				
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.	
		20.2.	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:	
		(a)	To have any portion completed and delivered at the Contract terms and prices; and / or	
		(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.	
Disputes Resolution				
21.	Disputes Resolution	21.1.	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.	
		21.2.	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.	
Procedure for Disputes Resolution				
22.	Procedure for Disputes Resolution	22.1.	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.	
		22.2.	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.	

Replacement of Arbitrator			
23.	Replacement of Arbitrator	23.1.	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
Notices			
24.	Notices	24.1.	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		24.2.	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
Taxes and Duties			
25.	Taxes and Duties	25.1.	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		25.2.	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		25.3.	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.



SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		(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, Or (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. 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 Clause 24)		
12.	24.1	— 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 —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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Name of Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[*Buyer*]

[*Seller/Supplier*]

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

