

Tender # 72/KTDMC/2019-20

**BID DOCUMENTS
FOR
SUPPLY, DELIVERY, WARRANTY,
INSTALLATION OF METALLURGICAL MOUNTING PRESS & ABRASIVE
CUTTING MACHINE
THROUGH
LOCAL COMPETITIVE BIDDINGS
AT
KARACHI TOOLS, DIES & MOULDS CENTRE
(KTDMC)
MINISTRY OF INDUSTRIES & PRODUCTION, GOVERNMENT OF
PAKISTAN**

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

Date of Issuance: _____

Issued To: _____

Important Note:

The bidder shall seal & affix to the company's stamp on the envelope, duly marked as "Bid Document of Machines". This tender documents will be submitted duly signed and stamp.

Envelops shall:

- a) Be addressed to "Admin & Procurement Department, Karachi Tools, Dies & Moulds Centre Sector 38, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan".
- b) Bear the words, "" "DO NOT OPEN THE BID BEFORE (date and time of opening)"

INSTRUCTIONS TO BIDDERS

A GENERAL

i) Company Introduction

Karachi Tools Dies and Moulds Centre (KTDMC) is wholly owned subsidiary of Pakistan Industrial Development Corporation. KTDMC was incorporated in March, 2006 as company limited by guarantee having share capital and registered under section 42 of the Companies Ordinance, 1984.

The main objectives of the company are to design, develop and manufacture tools, dies and moulds (TDM) in Pakistan and provide training, consultancy and skill development services to public and private sector.

ii) Scope of bid

Sealed bids are invited for the supply, delivery, warranty, commissioning, installation of Machinery and its accessories (hereinafter referred as "Machinery").

iii) Qualification of the bidder

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

iv) Cost of the bid

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

v) Inquiry of the bid

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

vi) Eligible bidders & bid

The invitation is open to all suppliers with complete support and services facilities and has self-sufficient trained staff and experts.

All bids should be submitted in accordance with Bid forms (Annexure A) duly witnessed and signed.

vii) Procedure of open competitive bidding:

Single stage-one envelope procedure.

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

B THE BIDDING DOCUMENTS

i) Contents of bids

All bids are to be completed and returned to KTDMC together with the following documents, in accordance with the instruction to bidder.

1. Covering letter with company profile including details of after sale services.
2. Specification & Price Annexure "C"
3. Brochures and booklet of the specification of offered.
4. Operations manuals.
5. Bid Form (Annexure "A").
6. Bid Security (Annexure "B").
7. Any other document prescribed to be submitted with the bid.

ii) Clarification of bidding documents

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

C PREPERATION OF BID

i) Language of bid

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

ii) Documents comprising the bid

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

- (a) A Bid Form (Annexure A) duly completed and signed by a person or persons duly authorized to bind the Bidder to the contract.
- (b) All price schedules duly completed and signed by a person or persons duly authorized to bind the Bidder to the Purchase Order.
- (c) Term of payments
- (d) Period of validity of bid

iii) Bid Prices

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

Period of validity of bid price shall remain valid for **120 days** after the date of bid opening.

Prices quoted by the bidders shall remain fixed and valid until completion of contract period and will not be subject to variation on any account.

iv) Bid Currencies

Bid price must be in Pakistan Rupees.

v) Bid Security

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

vi) Acceptance of bid

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

D SUBMISSION OF BIDS

i) Sealing and marking of bids

The bidder shall seal the envelope of the bid in an inner and outer envelope.

Envelopes shall:

- a) be addressed as “Admin & Purchase department, Karachi Tools, Dies & Moulds Centre Sector 38, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan” along with “TENDER NUMBER”.
- b) Bear the words, “KTDMC” “DO NOT OPEN THE BID BEFORE (date and time of opening)”
- c) Bear the name, address and contact number of the Bidder at which the bid could be returned unopened, if it is declared “LATE” pursuant to clause D(iii).

ii) Deadline for submission of bids

Last date for submission of Bid is **June 19, 2019 by 3:00 P.M.** Bid will be open on same day at **3:30 P.M.**

KTDMC may, as per PPRA Rules, extend the deadline for submission of bids by amending the bidding documents, in this case all rights and obligations of the KTDMC and bidders will thereafter be subject to the deadline as extended. The extended date shall be intimated to the bidders in writing. Extended date shall not be less than 3 working days from the date of submission of bid as mentioned above.

iii) Late bids

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

iv) Modification or withdrawal of bids

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

E BID OPENING AND EVALUATION

i) Opening of bids by KTDMC

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

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

ii) Minutes of the bid opening meeting

The KTDMC will prepare minutes of the bid opening in the form of opening statement, including the information disclosed to those present. The minutes will be distributed to all bidders that met the deadline for submitting bids, in due course of time.

iii) Clarification of Bids

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

iv) Preliminary examination of bids

KTDMC will examine the bids to determine whether they are complete, without any computational errors, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

Prior to the detailed evaluation, the KTDMC will determine whether each bid is of acceptable quality, complete, and substantially responsive to the bidding documents. For purposes of the determination, a substantially responsive bid is one that conforms to all the terms & conditions of the Bidding Documents without deviations, exceptions, objections, conditional ties, or reservations.

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

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

v) Evaluation and comparison of bids:

A committee, comprising of experts will be constituted to evaluate the items being tendered. Following criteria will be observed for the selection of items.

1. "PRELIMINARY EXAMINATION AND ASSESSMENT OF QUALIFICATIONS" are the minimum mandatory conditions that bidder must meet in order for their submission to be considered. These requirements are assessed as either being 'Responsive' or 'Non-Responsive' by bidder during the first stage of evaluation of their submission. Non-Responsive in conditions for participation will eliminate a bidder from further consideration.

Mandatory Requirement

S.No	Check List of Mandatory Requirements	Check List
1	Affidavit on Judicial stamp paper of Rs.100 that company is not black listed.	
2	Copy of NTN Registration Certificate	
3	Copy of FBR/GST Registration Certificate	

2. The evaluation of items should be strictly in accordance with the specifications. Therefore specifications provided in this bidding document constitute a minimum standard, which tenders must fulfill. Tenders which do not reach these standards are not-complaint. Specifications which equal or exceed the standard are responsive. The evaluation is conducted on a complaint or not-compliant basis.
3. The items having brand new and current/ latest technology will be entertained.

vi) Contacting the KTDMC

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

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

F POST-QUALIFICATION AND AWARD OF PURCHASE ORDER

i) Post-qualification

KTDMC will determine to its own satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid or for any other reason is qualified to perform the Contract period satisfactorily.

KTDMC will also evaluate the Bidder's financial, technical, integration, customization, management, services & support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the KTDMC deems necessary and appropriate. The determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. At the time of post-qualification KTDMC may also carry out tests to determine that the performance or functionality of the 'Scope of Works' offered meets the standard requirements of KTDMC.

ii) Award Criteria

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

iv) Notification of Award

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

v) Purchase Order

After completion of bid procedure and award of Purchase Order to successful bidders, the successful bidder on terms & condition to be agreed upon. Subject to the conditions mentioned in the bid document

vi) Warranty

- i. The bidder further warrants that the services to be carried out under the purchase order will conform to generally accepted professional standards and engineering principles in Pakistan.
- ii. The bidder shall provide twelve (12) months warranty start after issuance of Final Acceptance from KTDMC.
- iii. Warranty is against manufacturing defects, faulty design and workman ship.

- iv. KTDMC shall promptly notify the qualified bidder in writing of any claim arising under the Warranty.
- v. Upon receipt of such notice, the bidder shall promptly but not later than seven working days of such request, respond in writing about Annexure of repairs and replacement.
- vi. If the bidder, after having been notified, fails to remedy the defects in accordance with the purchase order and specification, KTDMC may proceed to take such remedial action as may be necessary, at the Supplier's expense. The Supplier's warranty pursuant to the Clause is without prejudice to any other rights or remedies, which the KTDMC may have against the bidder under the term purchase order.

vii) Delivery time or completion schedule

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

- (i) The time for delivery & successful commissioning of the Machinery at KTDMC is within **60-90 days** after signing of Purchase Order.
- (ii) No extension of time is allowable unless it is due to change of specifications of each set of machinery, notified in writing by the Buyer or due to force majeure as envisaged in Clause M, hereunder.
- (iii) Provided that the extension of time as aforesaid shall only be applicable to a specific set of Machinery for which the certain situation arises as discussed in sub-clause (ii), above.
- (iv) The Supplier shall demonstrate to the Buyer satisfaction that it has used its best endeavors to avoid or overcome such cases for delay, and the parties will mutually agreed upon remedies to mitigate or overcome such causes for delay.
- (v) Buyer shall have the right to claim from the Supplier payment of percentage equal to one tenth of one percent of the price of each item of the supplies not timely delivered for each calendar day, of delay, provided, however, that the total claim of payment shall not exceed ten (10) percent of the price of such incomplete items, or without prejudice to the provisions
- (vi) Supplier shall not be liable for delay of delivery & commissioning of Machinery if caused by Force Majeure.

viii) Spares & Accessories

The supplier will ensure to provide spares and accessories for next 10 years in order to keep the system functional at its optimum performance.

ix) Applicability of Pakistan's Laws

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

xi) Indemnity

- (i) The Supplier shall undertake to indemnify KTDMC against any defects or shortfalls in the Machinery.

- (ii) The Supplier shall undertake to indemnify the KTDMC against any infringement of any intellectual property rights in respect of the Machinery.

xii) Termination

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

xiii) Default by Supplier

KTDMC may, without prejudice to any other remedy by written “notice of default” sent to the supplier, cancel the order whole or in part, if:

- a) The supplier fails to deliver any or all of the ordered quantity as per specified delivery schedule or any extension thereof granted by the KTDMC.
- b) The supplier fails to perform any other obligation(s) under the “Purchase Order”.
- c) KTDMC during the delivery period has reasons to believe that the supplier will not be able to fulfill the obligations under the “Purchase Order”.

KTDMC prior to exercising its right to cancel the order and shall issue notice to Supplier specifying the default(s) and the supplier shall submit an explanation within seven (07) days of receipt of such notice. If such explanation is not furnished within stipulated time or if so furnished, is found to be unsatisfactory and/or the default(s) continues, Purchase Order may suspend/cancel the enlistment of supplier.

KTDMC shall have the right to terminate/cancel the Purchase Order concluded between the supplier and KTDMC, if:

- a) The supplier fails otherwise to perform, fulfill or comply with terms, conditions, regulations and requirements of the Purchase Order to carry out the work in accordance with the provisions thereof or abandons the shipment.
- b) The supplier becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.
- c) Rejection of Machinery as a result of observation by inspection team.
- d) Delay penalty exceeding the maximum threshold will render the order to be cancelled.

xiv) Inspection & Test:

- i. The purpose of the inspection is to verify and confirm that the Machinery is in accordance with Specification stated in bidding documents and Annexure.

- ii. The Company will nominate inspection & technical experts for the inspection of Machinery at KTDMC.
- iii. The Company or its nominees shall have the right to inspect and/or to test the Machinery to confirm their conformity to the specifications.
- iv. If any inspected or tested Machinery fail to conform to the specifications, the Company may reject them and the Supplier shall either replace the rejected Machinery or make all alternations necessary to meet the requirements of the specifications, to the satisfaction of the Company free of cost.

xv) Terms of payment:

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

xvi) Guarantee:

- i. The Supplier give guarantee to the Buyer that the specifications of Machinery and Services supplied shall as per final specification, shall be first class in every particular case, and shall be free from defects.
- ii. The Supplier further give guarantee to Buyer that complete Machinery and supplies furnished by the Supplier will be new, merchantable of the most suitable grade and fit for their intended purpose.

DRAFT BID FORM

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

Gentleman:

Having examined the bidding documents for the supply, delivery of Machinery including the specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver materials in conformity with the said bidding documents including Addenda Nos. (Insert Numbers), for the sum of (total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Price Schedule attached and made part of the Bid.

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

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

Dated the _____ day _____ of 20.

(Signature)

(In the Capacity of)

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

(Signature of Witness 1)

Signature of Witness II _____

Address _____

Address _____

Date _____

Date _____

BID FORM SUMMARY

S.No	Details	Remarks
1	Bid Security	2% of Total Bid Price
2	Bid Validity	120 Days
3	Payment Terms	DDP
4	Warranty Period	12 Month
5	Delivery Period	60~90 days

DRAFT BID SECURITY FORM

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

THE CONDITION of the obligation are:

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

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

(Name of Bank)

(Signature of Witness)

Authorized Representative

[Download Annexure “C”](#)