



Technology Upgradation and Skill Development Company
(TUSDEC)



REQUEST FOR PROPOSAL

(TUSDEC/TUG/NSPAIT-27)

From
Suppliers
For
Assignment titled

**“SUPPLY, INSTALLATION AND COMMISSIONING OF
MACHINERY AND EQUIPMENT- WAZIRABAD”**

SINGLE STAGE - TWO ENVELOPE PROCEDURE



Technology Upgradation and Skill Development Company

Ministry of industries & Production, Govt of Pakistan

State Cement Corporation Building, Kot Lakhpat, Lahore 54770, Pakistan

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(A company setup under Section 42 of the Companies Ordinance, 1984 having share capital)

PLANNED INTERVENTIONS

1. Induction of Machinery for Grinding and Polishing of Cutlery Equipment at Cutlery Institute of Pakistan (CIP) Wazirabad

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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

Date: January 07, 2026

Bid Reference No.: TUSDEC/TUG/NSPAIT-27

1. Technology Upgradation and Skill Development Company (TUSDEC) established by Ministry of Industries and Production, Government of Pakistan is working to upgrade technology and skills of key and strategic industrial clusters and connect Pakistan to the global value chain. TUSDEC is implementing the Project “National Strategic Programme for Acquisition of Industrial Technology (NSPAIT)”. This strategic programme proposes major KBE interventions required for selected key industrial sectors to upgrade Pakistan’s industrial technological base through acquisition of technology. Priority sectors include Textile, Construction (including Cement, Ceramics, Marble & Granite) Engineering & Technology (including light engineering, Cutlery and Gems & Jewellery technology).

To initiate the project TUSDEC invites sealed bids under Single Stage Two Envelope bidding criteria from the original manufacturers / authorized distributors / suppliers / Contractors registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply and installation of Equipment & Machinery and accessories at

- a. Cutlery Institute of Pakistan, Wazirabad

“Bidders may apply for all items or any single item.”

2. Bidding documents, containing detailed terms and conditions, etc. are available at Technology Upgradation and skill Development Company (TUSDEC) State Cement Corporation Building, Kot Lakhpat, Lahore which can be collected between office hours i.e., 09:00 hour to 17:00 hour, Monday to Friday. Price of the bidding documents is Rs. 2000/-. All bids must be accompanied by a **Bid Security @2%** of bid amount in shape of bank draft/ pay order/Bank guarantee in favor of Technology Upgradation and Skill Development Company (TUSDEC).
3. E-bids must be submitted on E-PADS by **January 07, 2026 at 1100 Hrs** accompanied by a scanned copy of bid security of 2% in shape of Bank Guarantee, CDR or DD in Favor of “Technology Upgradation & Skill Development Company (TUSDEC)”. The original bid security must be submitted to TUSDEC Head Office at the below address.
4. Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal.
5. E-bids must be submitted on E-PADS on or before **January 07, 2026 at 1100 Hrs**. Technical bids will be opened through E-PADS on the same day at **1130 Hrs** in the presence of bidders or their authorized representatives who wish to attend, at TUSDEC Head Office Lahore. Financial bids will be opened on the date and time communicated later to the technically qualified bidders. This advertisement is also available on PPRA website at www.ppra.org.pk.

6. TUSDEC reserve the rights to reject bids prior to the acceptance of a bid or proposal as per the rules and regulations under PPRA Ordinance, 2002. Submission of any false statement/documents shall disqualify the bidder.

Contact Details:

Project Director

Technology Upgradation & Skill Development Company (TUSDEC)

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**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Purchaser as defined in the Bidding Data hereinafter called “the Purchaser” wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Goods”.
- 1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.
- 1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per GCC clause “Definition” (1/1.1) sub clause (g).
- 1.4 For purposes of this Clause, the term “Goods” includes machinery and equipment
- 1.5 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 1.7 The bidding is open to National Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

- 2.1 The Client/Purchaser has applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
 - a. A Bidder having the nationality of an eligible country in accordance with GCC clause “Definition” (1/1.1) sub clause (g).

IB.4 One Bid per Bidder

- 6.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.20) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Supply of Goods. All cost in this respect shall be at the bidder's own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders
 2. Bidding Data
 3. Form of Bid and Appendices to Bid
 4. Schedules to Bid
 - Schedule A: Price Schedule for Goods to be offered from within the Purchaser's country
 - Schedule B: Manufacturer's/Sole Distributor/Agent Authorization
 - Schedule C: Delivery and Completion Schedule
 5. General Conditions of Contract (GCC), Part-I
 6. Particular Conditions of Contract (PCC), Part-II
 7. Standard Forms
 - i. Form of Bid Security
 - ii. Form of Performance Security
 - iii. Form of Contract Agreement
 - iv. Form of Advance Payment Security

8. Specifications-Special & Technical Provisions

- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause IB.24

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder
- (b) update the information indicated and listed in the Bidding Data
- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:
 - i. Appendix-A to Bid Method of Assuring Quality of Goods
 - ii. Appendix-B to Bid List of Manufacturers/ sub suppliers
 - iii. Appendix-C to Bid Integrity Pact

and other pertinent information such as mobilization programme

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Purchaser.

- 11.3 Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer's Authorization (on the format provided) in case the Bidder is not himself the manufacturer
- 12.3 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Goods as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 12.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 12.5 All duties, taxes and other levies payable by the Supplier under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.
- Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract
- 12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees.

IB.14 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with IB.4, Bidders shall:

- (a) Provide the eligibility documents as per IB.11; and

- (b) If the Bidder is an existing or intended JV in accordance with IB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.15 Documents Establishing the Eligibility of the Goods

- 15.1 To establish the eligibility of the Goods in accordance with IB.11, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, & Appendices to Bid.

IB.16 Documents Establishing the Conformity of the Goods to the Bidding Document

- 16.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and be supplied conform to the specified requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods.
- 16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.17 Documents Establishing the Qualification of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder Standards for workmanship, process, material, and equipment's each of the qualification criterion specified in Bidding Documents.
- 17.2 If so, required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 17.3 If so, required in the Bidding Data, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country 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 Specifications.

IB.18 Bid Validity

- 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.

- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

- 19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 19.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan.
- 19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 19.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security in the form of Bank/Insurance Guarantee and signed the Contract Agreement.
- 19.6 The Bid Security may be forfeited:
- (a) if the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security/Bank/Insurance Guarantee; or
 - (ii) Sign the Contract Agreement.

IB.20 Alternate Proposals by Bidder

- 20.1 Should any Bidder consider that he can offer any advantages to the Purchaser by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing

methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

- 9.1 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Purchaser as the basis for the award of Contract to such Bidder.

IB.21 Pre-Bid Meeting

- 21.1 The Purchaser may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 21.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than seven (7) days before the proposed pre-bid meeting.
- 21.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.22 Format and Signing of Bid

- 22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 22.2 All Appendices and Schedules to Bid are to be properly completed, **signed and stamped**.
- 22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of

discrepancy between them, the original shall prevail.

- 22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 22.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

- 23.1 Each Bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub- Clause 23.2 hereof.
- 23.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.25
- 23.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

IB.24 Deadline for Submission of Bids

- 24.1 (a) Bids must be received by the Purchaser at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 24.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.25 Late Bids

- 25.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.24 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.26 Modification, Substitution and Withdrawal of Bids

- 26.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.
- 26.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 26.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.

- 26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

- 27.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 27.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.
- 27.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.
- 27.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.

IB.28 Process to be Confidential

- 28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance/ Letter of intent. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than **fifteen (15) days** after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought,

offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

- 30.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.
- 31.2 The amount stated in the Form of Bid will be adjusted by the Purchaser 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 Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

- 32.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.30.
- 32.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) making any correction for errors pursuant to Clause IB.31;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

- 33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

- 34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.
- 34.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or Supplier's capacities, may require the suppliers or Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.35 Purchaser's Right to Accept any Bid and to Reject any or all Bids

- 35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.
- 35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

- 36.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Supplier in consideration of the delivery of Goods by the Supplier as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of

the formal Contract Agreement.

- 36.3 Upon furnishing by the successful Bidder of a Bank Guarantee, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.37 Performance Security

- 37.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract.

The Bidder shall provide a **Performance Security of 10%** value of the supplied equipment/machinery within a period of 15 days after award of contract. The performance security of 10% will be submitted for one (01) year from the date of its submission, which will be extended further up to expiry of warranty period. The Bidder shall provide a Performance Security in the form of **Bank/Insurance Guarantee** form any scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter- guaranteed by Schedules Bank in Pakistan. The cost of complying with the requirements of this Sub-Clause shall be borne by the Bidder. Discharge of Performance Security shall take place after expiry of warranty period.

- 37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.38 Signing of Contract Agreement

- 38.1 Within **14 days** from the date of furnishing of acceptable Performance Security as Bank/Insurance Guarantee under the Conditions of Contract, the Purchaser will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 38.2 The formal Agreement between the Purchaser and the successful Bidder shall be executed within **14 days** of the receipt of the Letter of Intent by the successful Bidder from the Purchaser.

IB.39 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, inter alia, reject his bid and proceed in accordance with Rule 19 of the Public Procurement Rules 2004 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.

IB.40 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-C to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.41 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.42 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.

BIDDING DATA

Clause Reference	Instructions to Bidders
1.1	<p>a) Name and address of the Purchaser: Technology Upgradation and skill Development Company (TUSDEC) State Cement Corporation Building, Kot Lakhpat, Lahore UAN: +92-42-111 000-143, Tel: +92-42-35145793 Fax: +92-42-512 1658, 35145792</p> <p>b) Summary of Engineering Good to be procured: Grinding/Polishing Machinery and Equipment for CIP</p> <p>c) The engineering goods need to be supplied at following locations. a) Cutlery Institute of Pakistan (CIP), Wazirabad</p> <p>d) Bidders may apply for all items or any single item.</p>
1.7	The bidding is open to National Competition as per policy of the government.
2.1	<p>Source of Funding: Public Sector Development Programme (PSDP), Govt. of Pakistan</p>
8.1	<p>Time limit for clarification: 14 days</p>
10.1	<p>Bid language: English</p>
11.1	<p>b) Prequalification Information to be updated: N.A</p> <p>c) Furnish Technical Proposal: The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid requirements for timely delivery of Goods i.e., supply of Goods.</p>
13.1	<p>Currencies of Bid and Payment: Bidder to quote entirely in Pak Rupees and all prices are Delivered Duty Paid (DDP) including installation, commissioning charges. The payment shall be made in Pak Rupees.</p>
18.1	<p>Period of Bid Validity: 180 days</p>
19.1	<p>Amount of Bid Security:</p> <ul style="list-style-type: none"> a) Each Bidder shall furnish, as part of his bid, a Bid Security equal to the 2% of total bid value. b) The Bid Security shall be, at the option of the Bidder, in the form of a bank draft/pay order/bank guarantee in favor of 'Technology Upgradation & Skill Development Company. c) Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive. d) The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity. e) The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Bank/Insurance Guarantee against 10% Performance Security and signed the Contract Agreement

21.1	Venue, time, and date of the pre-Bid meeting: Bidder may email their questions on nsipait@tusdec.org.pk ; 042-111-000-143 Ext. 229, 271
22.4	Number of copies of the Bid to be completed and returned: One original and One copy
23.2	(a) Purchaser's address for the purpose of Bid submission: Technology Upgradation and skill Development Company (TUSDEC) State Cement Corporation Building, Kot Lakhpat, Lahore UAN: +92-42-111-000-143, Tel: +92-42-35145793 Fax: +92-42-512 1658, 35145792. (b) Name and Number of the Contract: Supply of Machinery and Equipment Reference No.: TUSDEC/TUG/NSPAIT-27
24.1	(a) Deadline for submission of bids: 1100 hours on January 07, 2026
27.1	Venue, time, and date of Bid opening: Venue: State Cement Corporation Building, Kot Lakhpat, Lahore Time: 1130 hours Date: January 07, 2026

FORM OF BID
AND
APPENDICES TO BID

Form of Bid

Date: _____

Bid Reference No. _____
(Name of Contract)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery and Completion Schedule, the following Goods _____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Bank Guarantee in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any sub-Suppliers or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;

- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (i) Our firm, its affiliates or subsidiaries, including any Sub-Suppliers or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

METHOD OF ASSURING QUALITY OF GOODS

The Bidder is required to submit a narrative outlining the method of assuring quality of Goods. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The procedures for transportation of Goods to delivery site(s).
4. The method of assuring the quality of Goods by inspection tools, techniques, & labs, etc.

Appendix-B to Bid

LIST OF MANUFACTURERS / SUB-SUPPLIERS

I/We intend to supply Goods from the following manufactures or engage the following sub-Suppliers for supply of Goods. In my/our opinion, the manufacturers/ sub-Suppliers named hereunder are reliable and competent to supply of Goods for which each is listed.

Enclosed are documentation outlining experience of manufacturers/sub-Suppliers

Description of Goods (Give Details)	Manufacturers/Sub Suppliers (With Complete Address)
1	2

Note:

- a. In case, the Bidder is itself either manufacturer or transporter or both, the above table should be filled and requisite documentation be submitted accordingly.

(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 No. _____ Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

SCHEDULES TO BID

Total Amount

Column 4:	In accordance with margin of preference IB Clause 42, applicable only in case of International Competitive Bidding. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
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Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and sales and other taxes already paid on previously imported items.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Manufacturer's / Distributor Authorization

(Separate authorization shall be submitted for each machine/ equipment)

Date: _____

Bid Reference No.: _____

Invitation for Bid No.: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and _____ to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Delivery and Completion Schedule

Sr. No.	Description of Goods/ Equipment	Delivery and Completion Schedule (Duration)	Location	Required Arrival Date of Goods
		[Mention item wise date/time]	i. Cutlery Institute of Pakistan (CIP), Wazirabad	180 days (Maximum) for Goods in all lots. Delivery time may be extended if required based on valid reasoning and mutual understanding

Note:

- a. Delivery and Completion date means date of delivery, installation, commissioning, trial run and completion of training
- b. Authorization shall be submitted for all machinery/equipment/accessory.

STANDARD FORMS

PERFORMANCE SECURITY

CONTRACT AGREEMENT

ADVANCE PAYMENT SECURITY

FORM OF PERFORMANCE SECURITY

(Bank/Insurance Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank/Insurance) with address: _____

(Scheduled Bank/Insurance Company in Pakistan)

Name of Principal (Supplier/Supplier) with address:

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance/Letter of intent (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____

(hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance/Letter of intent for _____

_____(Name of Contract) for the _____

Technology Upgradation & Skill Development
Company (TUSDEC).

NOW THEREFORE, if the Principal (Supplier/Supplier) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____(the Guarantor), waiving all objections and

defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the principal (Supplier) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank/Insurance)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____,
between _____ of _____
(hereinafter “the Purchaser”), of the one part, and _____
of _____ (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz.,
_____ and has
accepted a Bid by the Supplier for the supply of those Goods in the sum of
_____ (hereinafter called “the
Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Purchaser’s Notification to the Supplier of Award of Contract (Letter of Acceptance)
 - (b) The Particular Conditions of Contract; Part-II
 - (c) The General Conditions of Contract; Part-I
 - (d) The Schedule to Bid (other than Price Schedule)
 - (e) Appendices to Bid
 - (f) Specifications
 - (g) The Price Schedules submitted by the Supplier
 - (h) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the 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 the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

(Seal)

Signature of the Purchaser

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

(Name, Title and Address)

Witness

(Name, Title and Address)

Form of Advance Payment Security

Date: _

Contract Name and No.: _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

Part-I

General Conditions of Contract

General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means All countries of the World with whom Islamic Republic of Pakistan have commercial relations.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser’s Country” is the country specified in the Particular Conditions of Contract (PCC).
- (k) The “Purchaser” means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
- (l) “PCC” means the Particular Conditions of Contract
- (m) “Sub-Supplier” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.

(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) “The Site,” where applicable, means the place named in the PCC.

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

3.1 (a) For the purposes of this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Supplier in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

3.2 The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so, required by the Purchaser.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa where the context requires.

4.2 Incoterms

I. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium

- 6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly

- or Association** and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Sub-Suppliers shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Sub-Supplier shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the PCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.
- 11. Scope of Supply**
- 11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.

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|---|--|
| 12. Delivery | 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC. |
| 13. Supplier's Responsibilities | 13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. |
| 14. Purchaser's Responsibilities | <p>14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so, required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.</p> |
| 15. Contract Price | <p>15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.</p> <p>15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.</p> <p>15.3 <i>[The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications:</i></p> <p style="padding-left: 40px;"><i>i. Adjustable material would be those raw materials used for manufacturing of specific Goods Items on which, in opinion of the Purchaser, the price adjustment is payable. However, the Purchaser shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per the PEC standard documents mentioned above.</i></p> <p style="padding-left: 40px;"><i>ii. In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Goods transport [or any other appropriate period may be incorporated by the Purchaser representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Purchaser] before the date of Goods transport.</i></p> <p style="padding-left: 40px;"><i>iii. Source for indices:</i></p> <p style="padding-left: 80px;"><i>a. For Local Manufactured Items;</i></p> |

PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.

b. For Foreign Manufactured Items;

London Metal Exchange (LME) Rate]

OR

[The Purchaser shall state “This is a Fixed Price Contract” in case the Price Adjustment is not applicable for lesser time of delivery or smaller quantities of Goods to be supplied.]

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the PCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

17. Taxes and Duties

17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall provide a Performance Security, within 15 days after award of contract for the due performance of the Contract in the amounts and currencies specified in the PCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's

failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Purchaser to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-Supplier an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly

or indirectly, from the other party; or

- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.1 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling

and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 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 the PCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

25. Transportation

25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A to Bid.

**26. Inspections
and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Sub Supplier, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Sub Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses

incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such

proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Sub Suppliers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) Any other

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Sub-Suppliers should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within

twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

Part-II
Particular Conditions of
Contract

Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Sub Clause 1.1(j)

The Purchaser's country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)

The Purchaser is: Technology Upgradation and Skill Development Company

GCC Sub Clause 1.1 (q)

The Sites are:

1. CIP, Wazirabad

GCC Sub Clause 4.2 (b)

The version of Incoterms shall be that prevailing on the date of Invitation for Bids.

GCC Sub Clause 5.1

The language shall be English.

GCC Sub Clause 7.1 and 7.2

The procurement is based on National Competitive Bidding.

GCC Sub Clause 8.1

For **notices**, the Purchaser's address shall be:

Attention: Director - Technology Upgradation Department

Technology Upgradation and Skill Development Company

Address: State Cement Building Kot Lakhpat

City: Lahore

ZIP Code: 54770

Country: Pakistan

Telephone: +92-42-35145793; 042 -111-000-143

Fax number: +92-42-35121658

Electronic mail address: nspait@tusdec.org.pk

[Addresses of the Supplier shall be entered before signing the Contract]

GCC Sub Clause 9.1

The governing law shall be the Law of Islamic Republic of Pakistan.

GCC Sub Clause 10.2

The formal mechanism for the resolution of disputes shall be as follows:

- a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.
- b. The dispute shall be referred to arbitration and finally settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever. The venue of arbitration will be Lahore

GCC Sub Clause 11.1

The scope of Goods Supply is described in Schedule-C to Bid.

GCC Sub Clause 12.1

The Delivery of the Machinery and equipment shall be in according with the Delivery and Completion Schedule specified in the Schedules-C to Bid.

GCC Sub Clause 16.1

The Supplier shall provide 100% Bank Guarantee / Banking Instrument against advance payment (if any) in the prescribe Form annexed to these documents from any scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter- guaranteed by Schedules Bank in Pakistan in favor of TUSDEC.

For the Goods:

- i. The purchaser will take 100% advance payment against 100% advance payment security in the form of Bank Guarantee / acceptable banking instrument after signing contract and submission of performance security
OR
- ii. The purchaser will make 30% advance payment against Advance payment security in the form of Bank Guarantee (If required) after signing contract and submission of performance security.
- iii. 50% payment on delivery and inspection at site. If advance not taken 80% on delivery at site

- iv. 20% would be released after successful installation, commissioning and training.
- v. 10% performance security already provided against supply of machinery and equipment will be extended and detained till expiry of warranty period

If the supplier failed to make delivery as per specifications under the contract, then the buyer may forfeit the bank guarantee already provided.

Full / Partial Payments can also be made through inland LC for Goods.

GCC Sub Clause 16.4

The currencies for payments shall be Pakistani Rupees

GCC Sub Clause 18.1

The Supplier shall provide a Performance Security of 10% value of the contract within a period of 15 days after award of contract. The performance security of 10% will be submitted up to the expiry of warranty period.

GCC Sub Clause 18.3

The Supplier shall provide a Performance Security in the form of Bank Guarantee from any scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter- guaranteed by Schedules Bank in Pakistan or Insurance Guarantee from any AA+ rated by PACRA insurance companies in favor of TUSDEC.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Bidder.

The validity of the performance security will be till warranty period and it will be extended as required.

GCC Sub Clause 18.4

Discharge of Performance Security shall take place after expiry of warranty period.

GCC Sub Clause 23.2

Marking:

Each package delivered under contract shall be marked by and at the Supplier expense, clearly showing the name of the consignee and destination (all previous marking being carefully obliterated). In case these instructions are not followed, the loss if any due to defective or incorrect marking shall be to the Supplier account.

Packing:

The Supplier will be responsible for packing the Machinery suitable for transit so as to ensure free from loss or damage on arrival at destination. The packing of the machinery shall be done by and at the Supplier expense in accordance with the standard specification.

GCC Sub Clause 24.1

Insurance:

The Supplier shall observe all applicable regulations regarding safety of work, equipment, third party injury and damage to property to delivery at site.

GCC Sub Clause 26.2

Test and Inspection:

The supplier will arrange installation, commissioning (excluding electrical and civil work) of the equipment complete in all respect at their own cost at the respective premises in consultation with purchaser.

1. Cutlery Institute of Pakistan (CIP), Wazirabad

The supplier will perform a trial on the supplied machinery as per standard specifications right after installation/supply of machinery.

Training Facility:

The supplier will arrange minimum three (3) working days of training from their expert for engineer / technologists/ operator etc. after the installation/supply of the equipment / machinery.

GCC Sub Clause 27.1

In the event of a delay to the Delivery and Completion Date as per the Contract Schedule for which Supplier is solely responsible, Supplier shall pay Liquidated Damages to Company at a rate of **two percent (2%) per month** of the value of the item multiplied by the delinquent quantity.

GCC Sub Clause 27.2

The maximum limit of liquidated damages shall be **ten percent (10%)** of the Initial Contract Price.

GCC Sub Clause 28.3

The Supplier will furnish a full comprehensive warranty certificate, certifying that the goods supplied conform exactly to the specifications laid down in the contract. The warranty period **one year** will commence from the date of installation, commissioning, trial run and completion of training.

GCC Sub Clause 28.5

The Supplier shall correct any defects covered by the Warranty within **four weeks** of being notified by the Purchaser of the occurrence of such defects.

EVALUATION CRITERIA OF PROPOSALS

EVALUATION CRITERIA

A committee, comprising of experts and end-user will be constituted to evaluate the machines/ equipment / software being tendered. Each machinery/equipment will be evaluated individually. Following criteria will be observed for the selection of machines/ equipment.

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 in the first stage of evaluation of their submission. Non-Responsive in conditions for participation will eliminate a bidder from further consideration.
2. The evaluation of machinery / equipment should be strictly in accordance with the specifications given in the tender. Therefore, specifications provided in this bidding document constitute a minimum standard, which tender must fulfill. Tenders which do not reach these standards are non-responsive. Tenders which equal or exceed the standard are responsive
3. The machinery / equipment having brand new and current/ latest technology will be entertained
4. The machinery / equipment quoted by the manufacturer/ authorized agent/ distributor of the manufacture/ company in Pakistan will be considered
5. The companies should be capable of providing services, maintenance, supply of spare parts and components after the delivery of goods

Technology Upgradation and Skill Development Company (TUSDEC)

**TABLE 1 – PRELIMINARY EXAMINATION AND ASSESSMENT OF
QUALIFICATIONS**

	1	2	3	4	5	6
Company Name:						
Responsiveness Criteria Required	(NR/R)	(NR/R)	(NR/R)	(NR/R)	(NR/R)	(NR/R)
<u>Evaluation Criteria</u>						
Cover Letter Attached						
2% Bid Security Submitted						
Technical and Financial bid provided separately						
Copy of NTN Certificate (attached)						
Copy of GST Registration (attached)						
Financial Statement Summary for the last two years (Bank Statement / Audited Accounts)						
Undertaking regarding No Current litigation or blacklisted by any Govt./Semi Govt. Agency/Organization on Stamp paper (format attached)						
Signed & Stamp Bidding document set						
Conclusion						
	(NR/R)	(NR/R)	(NR/R)	(NR/R)	(NR/R)	(NR/R)

TABLE 2 – TECHNICAL EVALUATION (ONLY BIDS THAT ARE RESPONSIVE)						
	1	2	3	4	5	6
Company Name:						
Compliance Criteria Required	(C/NC)	(C/NC)	(C/NC)	(C/NC)	(C/NC)	(C/NC)
<u>Evaluation Criteria</u>						
<i>Machinery quoted as per provided technical specifications</i>						
Appendix-A to Bid <i>Method of Assuring Quality of Goods</i>						
Appendix-B to Bid <i>List of Manufacturers / Subcontractors</i>						
Schedule B <i>Manufacturer's Authorization/ Distribution/Agent Authorization</i>						
Schedule C <i>Delivery and Completion Schedule</i>						
Conclusion						
	(C/NC)	(C/NC)	(C/NC)	(C/NC)	(C/NC)	(C/NC)

Note: Schedule-A: “Price Schedule for Goods to be offered from within the Purchaser's country” to be provided as part of **financial proposal**.

SPECIFICATIONS
TECHNICAL PROVISIONS

Sr. No.	Site Location	Detailed Specifications
1	CIP, Wazirabad	Annexure – 1

Note:

- a. Bidder may apply for all items or any single item. Details of engineering goods are attached as an annexure 1. For machinery bidders can apply for all items or any single item.
- b. Quoted machinery must align with the minimum specifications mentioned in list of items of specifications technical provision.
- c. Bidder must provide its item wise specification/datasheets/brochure etc. and also mention the additional specifications (if any) in following format

<i>[Mention Lot number of relevant goods]</i>					
Sr. No.	Item	Origin	Required specification (as per RFP document)	Qty	Additional Specification (If any)
1	<i>[Item name as per RFP document]</i>	<i>[Origin of Country]</i>	<i>[Specifications as per RFP Document]</i>	<i>[Nos as per RFP document]</i>	<i>[Mention any additional specification other than mentioned in RFP document]</i>

Annexure-1

CIP Machinery and Equipment

CIP				
Sr. No	Item	Speciation's	Qty needed	Origin
1	Acentric Blanking/Cutting Press for spoons and forks	<ol style="list-style-type: none"> 1. Total Power: 3.5KW 2. Machine size:1400*400*1160MM 3. Machine Total weight:2000KG 4. This machine can make blanking 1200-1500pcs 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
2	Horizontal Extending machine	<ul style="list-style-type: none"> • Total Power: 7.5KW • Machine size:2170*1500*1160MM • Machine Total weight:5000KG • Extending roller size: 12 inch • Production: depend on thickness of cutlery. But usually it is 40pcs/minutes 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
3	Vertical Extending machine	<ul style="list-style-type: none"> • Total Power: 11KW • Machine size:2160*1530*1310MM • Machine weight: 4000KG • Extending thickness:0.8-12mm • Extending roller size:12 inch • Extending roller turning speed: 38R/min (can make according to yours) • It can make vertical extending 40pcs/minute 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
4	Punch machine (Bowl Process)	<ul style="list-style-type: none"> • Nominal:600KN • Nominal stroke:4mm • Slide Stroke:140mm • Slide Stroke per minute:45-85min • Max.Die set Height:300mm • Die Height Adjustment:70mm • Throat Depth:270mm • Distance Between Uprights:560mm • Slide Bottom size:480*400mm • Bolster size:930520mm • Blanking hole Diameter:150mm 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.

		<ul style="list-style-type: none"> • Motor:5.5KW • Press pressure: 0.5Mpa • Machine weight:5150KG • It can make bending 1200pcs per hour. • Large spoon bending capacity is 600 to 800 pcs/hour. 		
5	Punch machine (Spoon Process)	<ul style="list-style-type: none"> • Nominal: 450KN • Nominal stroke: 4mm • Slide Stroke: 120mm • Slide Stroke per minute: 50-95min • Max.Die set Height: 270mm • Die Height Adjustment: 60mm • Throat Depth: 225mm • Distance Between Uprights: 515mm • Slide Bottom size: 400*340mm • Bolster size: 825*440mm • Blanking hole Diameter: 150mm • Motor: 5.5KW • Press pressure: 0.5Mpa 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
6	Hydraulic pressing machine (Bowl Process)	<ul style="list-style-type: none"> • Pressure: 500KG• Air pressure: 24Mpa• Slider Max. Stock: 200mm• Max. Up/down height: 450mm• Working table down speed: 140mm/s• Work piece feeding speed:8-10mm/s• Working table up speed:120mm/s• Working table size:710*640mm• Working table height from Floor: 800mm• Total power:15KW• Machine size:1480*1530*2600mm• It can make bending 1200pcs per hour.• Large spoon bending capacity is 600 to 800 pcs/hour 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
7	Hydraulic pressing machine (Spoon Process)	<ul style="list-style-type: none"> • Pressure: 300KG • Airpressure:24Mpa • Slider Max. Stock:200mm • Max. Up/down height: 400mm • Working table down speed:160mm/s • Work piece feeding speed:8-10mm/s • Working table up speed:140mm/s • Working table size:560*560mm • Working table height from Floor: 800mm • Total power:7.5KW 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
8	Edge Testing Machine	<ul style="list-style-type: none"> . UL SET-50 sharp electrical metal edge tester . UL1439 standard . Volume: 184 * 35 * 52mm . Weight: 132g 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
Sub Total				

9	Cutlery handle side polishing (grinding/polishing)	<ul style="list-style-type: none"> • Motor:4KW • 380V,50HZ,3Phase • for edge side of handles • Production : 180 pcs/min 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
10	Cutlery neck Edge grinding machine (for hard grinding)	<ul style="list-style-type: none"> • Motor: 3KW • 380V,50HZ,3Phase • for edge side of handles • 2 step by flat wheel • Production: 180 pcs/min 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
11	Cutlery both end Edge grinding machine (for hard grinding)	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for edge side of handles • one step for each by grinding abrasive powder 25kg/Bag grit:240# • Production 200 pcs per minute 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
Sub Total				
12	Cutlery flat grinding polishing (grinding/polishing)	<ul style="list-style-type: none"> • Motor: 5.5KW*2 • 380V, 50HZ, 3Phase • for edge side of handles • Working width: 600mm • Buffing wheels OD250*ID32mm • The 4 machine set can polish 1800pcs per hour production. 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
13	Bent items Cleaning machine	<ul style="list-style-type: none"> • Total Power: 23KW • Workpiece Max. Length :80mm • Workpiece thickness:0.5-25mm • Machine weight: 800KG • Water tank:3 pcs, water pump: 3 pcs • Brushes:16 pcs • Machine size:3500*1100*1000mm 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
14	Flat Cleaning machine	<ol style="list-style-type: none"> 1. Total Power: 23KW 2. Workpiece Max. Length :80mm 3. Workpiece thickness:0.5-10mm 4. Machine weight: 600-800KG 5. Water tank:3 pcs, water pump: 3 pcs 6. Brushes: 14 pcs 7. Machine size:3500*1100*1000mm 8. degreasing of spoons upto 2400pcs per hour 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
Sub Total				
15	Inner bowl polishing machine for end parts by sisal	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery inner bowl polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.

16	Inner bowl polishing machine for neck by sisal wheel	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery inner bowl neck polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
17	Outter bowl polishing machine for end parts by sisal	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery outter bowl polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
18	Outter bowl polishing machine for neck by sisal	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery outter bowl neck polishing • Production: 24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
19	Inner bowl polishing machine for end parts by cloth wheel	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery inner bowl polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
20	Inner bowl polishing machine for neck parts by cloth wheel	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery inner bowl neck polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
21	Outter bowl polishing machine for end parts by cloth wheel	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery outer bowl polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
22	Outter bowl polishing machine for neck by Cloth wheel	<ul style="list-style-type: none"> • Motor:5.5KW • 380V,50HZ,3Phase • for cutlery outter bowl neck polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.

23	Double shaft polishing machine for handle by sisal	<ul style="list-style-type: none"> • Motor:5.5KW *2 • 380V,50HZ,3Phase • for cutlery handle polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel OD250*ID32mm 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
24	Double shaft polishing machine for handle by Cloth	<ul style="list-style-type: none"> • Motor:5.5KW *2 • 380V,50HZ,3Phase • for cutlery handle polishing • Production:24-40pcs/min • Working width:600mm • Buffing wheel OD250*ID32mm 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
25	: S type double shaft machine for sisal for bowl side	<ul style="list-style-type: none"> • Motor:5.5KW*2 380V,50HZ,3Phase • For cutlery bowl both sides polishing • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
26	:S type double shaft machine for Cloth for bowl side	<ul style="list-style-type: none"> • Motor:5.5KW*2 380V,50HZ,3Phase • For cutlery bowl polishing • Buffing wheel size according to the bowl size 	1	China, Malaysia, Thailand, Singapore, Taiwan and Korea.
Sub Total				
27	Hardner Tester Rockwell	Measuring range: 70-91HR15N, 42-80HR30N, 20-77HR45N, 73-93HR15T, 43-82HR30T,12-72HR45T Total Test Force:147.1, 294.2, 441.3N (15, 30, 45kgf) Initial test force:29.42N (3kgf) Max. height of test piece:170mm Throat:135mm Indenter: Diamond cone indenter,φ1.588mm ball indenter Min. scale value:0.5HR Hardness Reading: Dial Gauge Dimensions:466 x 238 x 630mm Weight:67/78Kg	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
28	Knife Grinding	<ul style="list-style-type: none"> • Motor:5.5KW *2 • 380V,50HZ,3Phase • Production:24-pcs/min • Working width:600mm • Grinding wheel OD250*ID32mm • This machine is available both semi auto as well full CNC. 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
29	Double shaft polishing machine for handle by Cloth and sisal	<ol style="list-style-type: none"> 1. Motor:5.5KW *2 2. 380V,50HZ,3Phase 3. for cutlery handle polishing 4. Production:24-40pcs/min 5. Working width:600mm 6. Buffing wheel OD250*ID32mm 	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
Sub Total				

30	Spectrometer	<p>Portable</p> <p>Optical system: single beam optical path, 1200L/mm diffraction grating</p> <p>Light source: tungsten halogen lamp, neon reference lamp for wavelength calibration</p> <p>Spectral bandwidth: ~2 nm</p> <p>Wavelength accuracy: ± 0.3 nm</p> <p>Wavelength repeatability: ≤ 0.1 nm</p> <p>Absorbance range: approx. -0.3 to 3.0 A</p> <p>Photometric accuracy: ± 0.3 %T</p> <p>Photometric repeatability: ≤ 0.2 %T</p> <p>Detector type: solid-state photo sensor</p> <p>Cell compatibility: rectangular optical cells</p> <p>Optical path length support: 5×10^6 nm to 1×10^8 nm</p> <p>Display type: monochrome LCD</p> <p>Display resolution: 128×64 pixels</p> <p>Internal memory: result and curve storage</p> <p>Data interface: serial digital (USB-type)</p> <p>Power input: standard AC laboratory supply</p> <p>Operating conditions: normal lab environment</p> <p>Wavelength range: 170–1100 nm</p> <p>Wavelength drive: automatic motorized wavelength selection with keypad-based manual adjustment</p> <p>Transmittance range: 0–200%T</p> <p>Concentration display range: 0–99999</p> <p>Stray light: ≤ 0.1%T</p> <p>Stability: ± 0.0001A/H</p> <p>Origin: China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.</p>	1	China, Malaysia, Thailand, Singapore, Taiwan, Korea and equivalent.
31	Electroplating	Attached as a separate file Annexure 1a	1	Korea, Taiwan, China & Equivalent
32	Heat treatment furnace	<p>Maximum Temperature: 1500 °C</p> <p>Continuous Operation Temperature: 1400 °C. Inner Dimensions: 80x80x140 cm (HxWxD). Whole Chamber temperature uniformity $\pm 5^\circ\text{C}$ (must be class II).</p> <p>Case Design: Floor- standing including a kiln-car. Dual shell; low external temperatures and high inner temperature stability. Inner case: Galvanize coated. High quality asbestos-free fiber board.</p> <p>Insulation at the sides and the ceiling of the furnace interior. Top grade insulation brick at the furnace frame, the lid and floor increasing higher durability against spills and collisions. Over temperature controller for safety of furnace chamber and heating element. Power Control Unit 4-20Ma using silent solid state proportional temperature controlling system. Type S/R (Platinum/Rhodium) ceramic sheathed Thermocouple. Opening door with safety switch.</p> <p>Door safety switch; disabling current to heating elements when the</p>	1	Turkey, Japan, Taiwan, China and equivalent

		furnace door is open; protects the Operator from possible electric shocks. Automatic Door		
		<p>Opening. Gas feeding unit. Heating System: Silicon Carbide heating elements positioned on five sides of the hot-zone. Heating element locations for prime temperature uniformity. Quality Certificates: CE marked, ISO 9001 and must be supplied with a complete QA report.</p> <p>Controlling System/ Control Panel Accessories:</p> <ul style="list-style-type: none"> • PLC based with 12" HMI with temperature controlling system and with temperature recording and graph etc. • Controlling and display accuracy $\pm 0.5^{\circ}\text{C}$ • Power Control assembly 4-20Ma, solid estate Proportion power controlling system. • Safety temperature controller for safety of furnace chamber and heater. • Digital Amp/volt power consumption, power factor, displays system. • Mould case circuit braker. <p>Country of Origin: Turkey, Japan, Taiwan, China and equivalent.</p>		Turkey, Japan, Taiwan, China and equivalent.
Total				

Technical Specifications

ANNEXURE-1a

Electroplating Equipment

Sr No.	Specifications	Size	Unit		Company Name
					Mention yours quoted machine specification
1	Quoted Equipment brochure/catalogue		Include		
2	Manufacturer Authorization Certificates		Include		
3	Quoted Equipment Model				
4	Quoted Equipment Manufacture Name				
5	Quoted Equipment Origin: Korea, Taiwan, China & Equivalent				
6	Highly efficient multi-functional coating equipment Chrome Vacuum Coating Machine, chrome PVD plating Equipment (especially required for Cutlery sector-table ware- Spoon/forks/knife) Capable of Golden, rose golden, black, dark black, champagne, brown, etc. multi-arc ion plating can be used in the fields of Cutlery sector				
7	Coating Thickness	Capable of coating thickness on work piece of atleast 5-6 Micron			
8	Coating Hardness	Required coating hardness atleast 3500 Vickers			
<u>Application field:</u>					

9	Applied to all kinds of metal, especially stainless steel and plain carbon steel, Decorative coating, Tools, drilling, mold, Hardware Items, auto parts, Cutlery, surgical, items etc.		
10	Adopt inverter cathodic arc with DC BIOS power supply can be coated ion cleaning and auxiliary process before coating		
<u>Main Feature:</u>			
11	Gear for water-cooling		
12	Novel design, compact structure, inter-series universal and interchangeable.		
13	Water-base, good heat dissipation.		
14	Rolling bearings and transmission gear.		
15	Rotation device should be according to the different coating process, designed to the Revolution & Rotation type.		
16	Clamping work should be convenient.		
17	Automatic lock to door overall vacuum air tight doors and rubber seals to reduce destruction.		
18	Multi arc ion coating machine using advanced technology, can coat decorative film.		
19	According to the different coating processes, equipped with dismountable work piece rack and jig, easy operation.		
20	The main control system adopts PLC program, IPC control system (touch screen type).		
21	HMI touch automatic control.		
22	Fast pumping speed, stable vacuum, large loading capacity, good coating uniformity.		
<u>Working environment</u>			
23	Environment temperature: 05°C - 35°C		

24	Relative humidity: <80%				
25	Cooling water inlet temperature: ≤25℃				
26	Cooling recycle water: city tap water or the same quality water.				
27	Power supply: Three-phase five line				
28	Good connection with the ground.				
29	Compressed air pressure. As per machine requirement				
30	Cooling water pressure. As per machine requirement				
<u>Technical parameters</u>					
31	Total Power	Preferably 60 to 100KW			
32	Water consumption	As per machine requirement. Recyclable			
<u>Configuration</u>					
33	Vacuum Chamber	Size: D1000xH1000mm	1 set		
34		Type: vertical type with single door, double layer cooling;			
35		Material: high quality 304 stainless steel inner chamber thickness atleast 10-12mm, outer chamber thickness atleast 4-6mm			
36		Observation windows (equipped with stainless steel shield plate), easy to observe;			
37					
38	Work piece frame		1 set		
39		Material: high quality steel;			
40		Forward and reverse adjustable, revolution and rotation;			
41		Rotate speed can be adjusted by frequency			

		converter control;			
42	Heating system	Tube heater system up to 30 - 35KW, chamber temperature can reach about 450 degrees (Automatic control).		1 set	
43		One set of temperature measurement and control sensor, controlled by PID.			
44	Vacuum pump system	Roots Vacuum pump	Inclusive to maintain good vacuum with efficient pumping rate of 250-350 L/s and motor power of 6-8KW	1 set	
45		Two stage direct pump	Who stayed direct 40 m3/H Power of Pump 1.5-2 KW	1 set	
46		Spin Pump	2x70 Of spin pump Pumping speed 70L/S Power 5- 6 KW	1 set	
47		High vacuum diffusion	High vacuum diffusion + Cold hydrazine Power 8-12 KW	1 set	
48		Pipeline valve	Compatible to control the vacuum inside the chamber.	1 set	
49		Throttle valve	Pneumatic Throttle valve, electromagnetic charging valve are made of high quality 304 stainless steel.	1 set	

	Coating system					
50		Coating power supply	30-50 KW Multi-Arc power supply sets	1 set		
51		Cathode	Arcing with low voltage, arc spot stability, low current, equipped with titanium targets.	Preferable 6-10 pcs		
52		Bias power supply	30-50KW pulsed bias power supply, 1000V/500V/180V	1 set		
53	Inflation system including Industrial Standards Gas Cylinders	One Ar 1000sccm flow meter;		1 set		
54		One O2 500sccm flow meter;				
55		One N2 500sccm flow meter;				
56		One C2H2 500sccm flow meter;				
57		Gas flow controller with gas closing valve, Flow display control device and gas distribution pipelines.				
58	Electric Control System (English language)	Control mode	Integration of automatic and manual control;	1 set		
59			10-15 inches color touch screen, Mitsubishi PLC control or equivalent, automatic storage of technical parameters, real-time display the working parameter			
60		Control cabinet	Standard control cabinet	1 set		
61		Electric Elements	Schneider and Delixi, etc./Equivalent	1 set		
62		Vacuum gauge	Compound vacuum gauge, digital display.	1 set		

63		Alarm and Protection	Sound and light alarm at unusual circumstances such as circuit overload, supply cut of electricity, water and air, and take safety measures.	1 set		
64	Cooling system	Cooling tower with PVC water storage tank 500Galon or equivalent system		1 set		
65	Spare parts	Seal ring and wearing parts		3 set		
66	Machine Tool Box	Complete tool box set for machine maintenance		1 set		
67	Other Files	Machine Manual, Electrical Diagram, Operating Manual (Soft and Hard form)		1 set		
68	Intelligent Control	PLC Control: Touch Screen		1 set		
69	Pure Water Machine	Conductivity 10us/cm, water production .25ton/hour, power supply 220V or as per requirement of Equipment		1 set		
70	Ultrasonic Cleaning Machine and Hot Phosphating Tank	<p><u>Ultrasonic Cleaning Machine</u></p> <p>For Ultrasonic tank Material 304 stainless steel, L800, W500, H500mm, input power supply 380-400V (III Phase, 5 wire), Ultrasonic frequency 25,28,34 & 40KHZ or variable), Ultrasonic power 3KW variable, heating power 2KWx3 or 3KWx2.</p> <p><u>Hot phosphating Tank</u></p> <p>Hot phosphating tank with heating and controlling system, input supply 380V, III phase 5 wire, heater power 5-6KW, tank sizes L1000, W500, H800, Tank capacity 400-500 Liter</p>		1 set each		

71	Gas Cylinder with Gauges	Nitrogen purified 99.99%	1 set		
72	Gas Cylinder with Gauges	Argon	1 set		
73	Gas Cylinder with Gauges	Acetylene	1 set		
74	Water Cooling Tower	As per requirement of Equipment	1 set		
75	Pump for Water Circulating	As per requirement of Equipment	1 set		
76	Drying Oven	10°C - 300°C	1 set		
		<u>Controlling system:</u>			
		PID Temperature controlling system with mechanical safety temperature controller $\pm 1^{\circ}\text{C}$			
		Power 15-20 KW or as per requirement of Equipment			
		Oven Size D800xW600xH1200			
		Material stainless steel with air circulating system, front door must be air tight, shelves 3,			
77	Material for installation cables, sanitary pipes etc.		1 Job		
78	Other files	Electrical diagram. Installation Manual, Operating Manual, Maintenance Manual (Soft and Hard forms)	1 set		