

TENDER DOCUMENT

PROCUREMENT OF FIRE TENDERS FOR LOCAL COUNCILS IN SINDH

Tender Ref. No. AD/MIS/02/2013-14

Local Government Department

Sindh Secretariat No. 5, Karachi

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Part A

Bidding Documents

For

National Competitive Bidding

Government of Sindh

Procurement of Goods

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

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Instructions to Bidders

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Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
 - 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
 - 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the

any government organization in accordance with sub clause 34.1

- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents**
- 5.1 the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer’s Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the

rejection of its bid.

- 6. Clarification of Bidding Documents**
- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB

Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. Documents
Establishing
Bidder's**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that 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; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and

performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- (b) irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of
Validity of
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids**22. Opening of Bids by the Procuring agency**

22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

(b) *Delivery schedule.*

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulates the payment schedule offered by

the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

(iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Procuring agency's country.*

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

- 26. Contacting the Procuring agency**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfactorily.

- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 33 Performance Security**
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II.
General Conditions of Contract

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General Conditions of Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Procuring agency’s country” is the country named in SCC.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - (j) “The Project Site,” where applicable, means the place or places named in SCC.
 - (k) “Day” means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency 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 procuring agency, if so required.

-
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's

country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:

- (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, 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 Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination
for Default**

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**26. Termination
for Insolvency**

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

**27. Termination
for
Convenience**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

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

**28. Resolution of
Disputes**

28.1 The Procuring agency 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Sindh Public Procurement Regulatory Authority

Bidding Documents

For

National Competitive Bidding

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility

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IN BANK-FINANCED PROCUREMENT***Error! Bookmark not defined.*

Part Two

No. DG/M&E/LG/ADMIS/FT/13 (114) /2014

dated: 12.05.2014

NOTICE INVITING TENDERS

(Single Stage – Two Envelope Procedure as per S.P.P. Rules, 2010)

Tenders are invited on Single Stage – Two Envelope Procedure in two separate sealed envelopes; one containing Financial Proposal and the other containing Technical Proposal for the following works from the Manufacturers / Suppliers having experience in similar nature supply and meeting the eligibility qualification criteria as below. Interested parties are required to purchase tender documents and submit their proposals in two separate envelopes clearly marked ‘FINANCIAL PROPOSAL’ & ‘TECHNICAL PROPOSAL’ as per schedule given hereunder:-

Tender Reference No.	Name of Scheme	Estimated Cost	Bid Security in shape of Pay Order or Bank Guarantee in Favour of Secretary Local Government Department	Tender Cost In Shape of pay order in favour of Secretary Local Government Department (Non-Refundable)	Eligibility Criteria
AD/MIS/02 /2013-14	Procurement of Fire Tenders for Local Councils in Sindh (Approx: Qty=186 Nos.)	Offer Rate	2% of Bid cost	Rs.3,000/-	<ul style="list-style-type: none"> • NTN Certificate • Valid Professional Tax. • GST Certificate. • Experience in Relevant supply. • Suppliers should be having local manufacturing/assembly facility duly accredited by EDB.

TERMS & CONDITIONS

Tender schedule shall be as follows.

SCHEDULE	DATE & TIME	VENUE
Receiving of Application & Issuance of Tender	From 19.05.2014 To 02-06-2014 During Office Hours	Office of the Director General (M&E), Ground Floor, Local Government Department, Sindh Secretariat Building No.05 Karachi.
Dropping of Tender	03-06-2014 upto 2:00 pm	
Opening of Tender	03-06-2014 at 2:30 pm	

1. The tender documents will be issued to the firms on submission of application in their original letter head along with Pay Order of Tender Cost in favour of Secretary, Local Govt. Department as mentioned above.

2. The tenders in sealed covers mentioning name of work and marked as “Technical Proposal” and “Financial Proposal” should be dropped in the tender box kept at the place and time mentioned above.
3. Initially, the “Technical Proposals” will be opened by the Procurement Committee on the date and time mentioned above, whereas the Financial Proposals will be retained by the Procuring Agency and shall be kept in safe custody.
4. The Technical Proposals submitted by the bidders will be evaluated by Procurement Committee and thereafter financial proposals of technically qualified bids will be opened on the date and time to be communicated to the bidders.
5. The Financial Proposals of the bidders found technically un-qualified as per given criteria shall be returned unopened to the respective bidders.
6. In case the date of opening of Tenders is declared as a public holiday by the Government or it becomes a Non-working day due to force Majeure, the next official working day shall be deemed to be the date for submission and opening of tenders while the time will remain un-changed.
7. In Case for any reason, if the tenders are not responded on the above dates; the next date of submission and opening of tenders will be 18.06.2014 and the tender documents will also be available for sale upto 17.06.2014 and the timing will be same as mentioned above in Tender Schedule.
8. Total Bid Security will be at 2% of quoted bid. The bid security should be in the shape of Pay Order or Bank Guarantee in two parts:

Part-I	Rs.20.000 Million fixed amount bid security to be attached with Technical Proposal.
Part-II	Bid Security for the remaining amount to make the total of 2% of quoted bid shall be attached with Financial Proposal.
9. Bid Security will be retained till finalization of the case. Bids not accompanied with Bid Security shall not be considered for evaluation.
10. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders who are reportedly found in canvassing will be liable for rejection.
11. Secretary, Local Government Department may reject any or all bids / proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provisions of SPP Rules 2010.
12. The proposals received in unsealed covers will not be entertained and no proposal will be received after schedule date and time.
13. Tender Notice can also be seen at SPPRA Web Site [www. Sindhppra.gov.pk](http://www.Sindhppra.gov.pk)

CHAIRMAN
PROCUREMENT COMMITTEE
LOCAL GOVERNMENT DEPARTMENT

NOT TO BE PUBLISHED

1. **Director, (Advertisement) Information Department, Government of Sindh:**
Enclosed 10 copies; with a request for publication of NIT in at least three (03) prominent leading Newspapers of Urdu, English & Sindhi each.
2. **The Director (CB) SPPRA:**With a request to upload in SPPRA (Authority) Website (a soft copy is also enclosed).

Bid Data Sheet

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Introduction	
ITB 1.1	Name of Procuring Agency of Government of Sindh. Local Government Department
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i> Not Applicable
ITB 1.1	Name of Project. Procurement of Fire Tenders for Local Councils in Sindh.
ITB 1.1	Name of Contract. Procurement of Fire Tenders for Local Councils in Sindh.
ITB 4.1	Name of Procuring agency. Local Government Department
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers. Secretary, Local Government Department, Sindh Secretariat Building No.5, Karachi. Ph: 021-99211171 Fax: 021-99211172
ITB 8.1	Language of the bid. English

Bid Price and Currency	
ITB 11.2	The price quoted shall be DDP in Pak Rupees that must cover all cost of cartage, insurance cover upto the location of delivery in the Town/Municipal Committees or the Municipal Corporation in Sindh and necessary training of the staff for effective Operation and Maintenance of Fire Tenders.
ITB 11.5	The price shall be fixed.

Preparation and Submission of Bids	
ITB 13.3 (d)	<p>Qualification requirements.</p> <p>Eligibility Criteria:</p> <ul style="list-style-type: none"> - NTN Certificate. - Valid Professional Tax - Sales Tax Registration with GST certificate - Experience in relevant supply - Suppliers should be having local manufacturing facility duly accredited by EDB <p>Minimum Qualification:</p> <ol style="list-style-type: none"> a. Having all conditions of Eligibility as mentioned above in Eligibility Criteria. b. Bid Security, as mentioned in NIT is furnished alongwith Bidding Documents. c. All rates quoted including the total amount of bid shall be in figures and words (both) d. All corrections/over-writings are clearly re-written with initials and duly stamped by the bidder. e. The bid shall be properly signed, named and stamped by authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm. f. Bidders business experience in last 5 years of similar nature job / supplies. g. Authorization letter from Manufacturer. h. Certificate from Manufacturer that the equipment for which the bid is made is New and Latest Model. i. After Sales Service (2S) facility should be locally available in Sindh. j. Off Shelf Spare Parts availability in Open Market. <p>The Technical Proposals shall be opened and evaluated as per evaluation criteria attached. The Financial proposals of only Technically Qualified bidders will be opened and evaluated further. The Financial Proposals of Technically Un-qualified bidders shall be returned un-opened.</p>
ITB 14.3 (b)	<p>Spare parts required for _____ [number] of years of operation.</p> <p>No additional spare parts are required under this contract. However, the supplier shall confirm availability of spare parts for vehicle and equipment mounted from the day of supply for a period not less than 10 years.</p>
ITB 15.1	<p>Amount of bid security.</p> <p>Bid Security will be 2% of quoted bid as mentioned in the NIT</p>

	<p>in the shape of Pay Order or Bank Guarantee in two parts:</p> <p>Part-I: Rs.20.000 Million fixed amount bid security to be attached with Technical Proposal.</p> <p>Part-II: Bid Security for the remaining amount to make the total of 2% of quoted bid shall be attached with Financial Proposal.</p>
ITB 16.1	<p>Bid validity period.</p> <p>Bid Validity period shall be Ninety (90) days from date of opening of bids. SPP Rules shall apply.</p>
ITB 17.1	<p>Number of copies.</p> <p>One Copy. Submission of one Original and one Copy of the bid is required from the bidders.</p>
ITB 18.2 (a)	<p>Address for bid submission.</p> <p>Office of Director General (M&E), Ground Floor, Local Government Department, Sindh Secretariat Building No.5, Karachi.</p>
ITB 18.2 (b)	<p>IFB title and number.</p> <p>As mentioned in NIT</p>
ITB 19.1	<p>Deadline for bid submission.</p> <p>As mentioned in NIT</p>
ITB 22.1	<p>Time, date, and place for bid opening.</p> <p>As mentioned in NIT</p>
Bid Evaluation	
ITB 25.3	<p>Criteria for bid evaluation.</p> <p>As mentioned under ITB 13.3 (d) above</p>
ITB 25.4 (a)	<p>One option only.</p> <p>As mentioned under ITB 11.2 above: The price quoted shall be DDP in Pak Rupees that must cover all cost of spares, cartage, insurance cover upto the location of delivery in the Town/Municipal Committees or the Municipal Corporation in Sindh and necessary training of the staff for effective Operation and Maintenance of Fire Tenders.</p>
ITB 25.4 (b)	<p>Delivery schedule.</p> <p>The delivery of Fire Tenders to respective Town / Municipal</p>

Option (i)	<p>Committees or Municipal Corporation will be completed within 18 months as follows:</p> <ul style="list-style-type: none"> - First Batch of Thirty (30) Fire Tenders within 5 months from date of work / supply order. - Subsequently Twelve (12) Fire Tenders in each month. <p>Relevant parameters in accordance with option selected: adjustment expressed as a percentage, 0.50% of the DDP price for each week of delay beyond 18 month will be added to bid price for adjustment and evaluation of bid.</p>
ITB 25.4 (c) (ii)	<p>Deviation in payment schedule. Annual interest rate @ 18%</p>
ITB 25.4 (d)	<p>Cost of spare parts. No additional spare parts are needed under this contract.</p>
ITB 25.4 (e)	<p>Spare parts and after sales service facilities in the Procuring agency's country. Spare Parts and after Sales Service (2S) facility should be locally available in Sindh.</p>
ITB 25.4 (f)	<p>Operating and maintenance costs. Not Applicable.</p>
ITB 25.4 (g)	<p>Performance and productivity of equipment. Not Applicable, except as per provisions in SPP Rules, 2010</p>
ITB 25.4 (h)	<p>Details on the evaluation method or reference to the Technical Specifications. As mentioned under ITB 13.3(d) above.</p>
ITB 25.4 Alternative	<p>Specify the evaluation factors. Not Applicable.</p>
Contract Award	
ITB 29.1	<p>Percentage for quantity increase or decrease. Percentage for quantity increase or decrease shall be within 15% of the bid quantities.</p>

Section III. Special Conditions of Contract

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is Local Government Department

GCC 1.1 (h)—The Procuring agency's country is Pakistan

GCC 1.1 (i)—The Supplier is the Most Responsive Bidder

Sample Provision

GCC 1.1 (j)—The Project Site is Sindh as the Supply locations are the Town / Municipal Committees and Municipal Corporations throughout Sindh province.

2. Country of Origin (GCC Clause 3)

Pakistan

3. Performance Security (GCC Clause 7)

GCC 7.1 - The amount of performance security, as a percentage of the Contract Price, shall be 10% of the Contract Price.

GCC 7.4 - After delivery and acceptance of the Goods, the performance security shall be reduced to five percent (5%) of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to delivery of Fire Tenders shall be carried out by the Procurement Committee/Team constituted by the Secretary Local Government Department for this purpose. The final acceptance of goods shall be at the location of their delivery i.e. the respective Town / Municipal Committees or the Municipal Corporations in Sindh province.

5. Packing (GCC Clause 9)

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2: **Not Applicable.**

6. Delivery and Documents (GCC Clause 10)*Sample provision (DDP terms)*

GCC 10.2—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall provide following documents to the Procuring agency:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Operator's Manual (2 sets) for vehicle and Equipment.
- (iii) Workshop Manual and Layout drawing.
- (iv) Original and two copies of the usual transport document which the buyer may require to take the goods;
- (v) Copies of the packing list identifying contents of each package;
- (vi) Insurance certificate;
- (vii) Manufacturer's or Supplier's warranty / guarantee certificate;
- (viii) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (ix) Certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—All the Incidental services including but not limited to the training of required number of staff shall be the responsibility of the supplier and the cost for such services shall be deemed to be the part of bid price.

9. Spare Parts (GCC Clause 14)

GCC 14.1—No additional spare parts are required under this contract except those which come under the Warranty Clause.

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be twenty four (24) months from date of delivery of the Fire Tenders to respective Town / Municipal Committee or the Municipal Corporation under this Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.75% per week of delay for a maximum of 8 weeks.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 15 working days.

11. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. **(Not Applicable for this Contract)**
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency. **(Not Applicable for this Contract)**
- (iv) Payment for truck chassis shall be made as 90% of the price of chassis as entered in the invoice within thirty (30) days on submission of a claim and original invoice of chassis in favour of Secretary, Local Government Department.
- (v) 50% of remaining amount shall be paid within thirty days on claim and a bank guarantee for equivalent amount valid until the goods are delivered.

(vi) The remaining balance amount of the agreed price shall be paid on delivery of completed Fire Tenders within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency's representatives (Town Officer / Chief Municipal Officer / Administrator of respective Town Committee / Municipal Committee / Municipal Corporation in Sindh) declaring that Goods have been delivered and that all contracted services have been performed.

(vii) Part payment on part supply may be allowed.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. **(Not Applicable for this Contract)**

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: 0.50% per week on the part of late delivery to a maximum of 5% of total contract value.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice purposes is:

**The Secretary,
Local Government Department,
Government of Sindh,
Sindh Secretariat Building No.5, Karachi.**

—Supplier's address for notice purposes:

Shall be the Office Address as to be mentioned in their bidding documents.

Section IV. Schedule of Requirements

Schedule of Requirements

The delivery schedule for procurement of goods under this Contract shall be as follows:

No.	Description	Quantity	Delivery schedule
1.	Procurement of Fire Tenders for Local Councils in Sindh.	186	The delivery of Fire Tenders to respective Town / Municipal Committees or Municipal Corporation will be completed within 18 months as follows: <ul style="list-style-type: none"> - First Batch of Thirty (30) Fire Tenders within 5 months from date of work / supply order. - Subsequently Twelve (12) Fire Tenders in each month.

Note: The delivery shall be made to the Town Officer / Chief Municipal Officer / Administrator of the respective Town Committee / Municipal Committee / Municipal Corporation and a delivery certificate shall be obtained by Supplier to be furnished to the procuring agency alongwith the invoice.

[Type text]

Section V. Technical Specifications

Technical Specifications

Make of Machinery:

1. The quoted machinery Chassis/ Superstructure should be of those make which are very common, already running in public sector, and the spares are freely available.
2. The quoted machinery should be economical as well as technically viable having low cost O&M and should at least meet the major technical specifications as mentioned in this document.

1. CHASSIS:

1. Diesel truck chassis 4x2, Capacity not less than 7900 CC
2. The GVW rating shall be a minimum of 18 ton, water cooled and following Emission standard Euro- I.
3. The chassis provided shall be a new, tilt-type custom fire tender. The bidder shall eliminate any split responsibility by manufacturing both chassis and body. The chassis shall be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load, and the type of service required.
4. Chassis lubrication system shall be installed on all applicable lubrication points including the fire pump, brake slack adjusters and the disc brake slide pins.
5. US/EU/Japan, locally assembled in Pakistan; only of the mentioned Countries.

2. P.T.O.

1. Electro-pneumatically operated / full powered intermittent power take off.
2. Suitable for Fire Service Vehicles to obtain specified results. It should be an imported P.T.O. and be the part of truck chassis. When engaged, a light should appear on the switch panel and should go off when the P.T.O. is disengaged.

3. CREW CAB:

- It should be part of the main super-structure ending behind the Driver's Cab, accommodation 3 to 4 Fire Personnel with 2 doors and with locks on either side of the vehicle.
- Floor to be covered with chequered plates.
- All seats to be equipped with safety belts & Self Contained Breathing Apparatus (SCBA) mounting facility.
- Proper ventilation and lighting arrangement is also required in crew cabin.

4. LOCKER COMPARTMENT:

Locker Compartment is to be provided between the Crew Cabin and Water Tank; made out of the same material as that of crew cab to accommodate standard Fire Fighting accessories on either side of the vehicle. The lockers compartment shall also have doors with locks on each side of the vehicle for easy access of the Fire Fighting Personnel.

5. WATER TANK:

1. Capacity. 7000 Litres capacity tank.
2. Material. Stain-less steel 304 (3 mm thickness) fully corrosion resistant.

3. Suspension. Torsion free mounted on Rubber/Steel elements.
4. Baffle Plates. 2 Nos. of removable baffle walls.
5. Tanks level indicator. Electrical level indicator or Fludometer or glass tube visual level gauge for trouble free level indication.

6. WATER TANK OUTFIT :

- 1 manhole accessible from the roof of the tank with quick release lid, diameter apporox. 550 mm.
- 1 Tank-to-pump suction neck.
- Pump-to-tank filler neck for replenishing the water tank out of open water source.
- 1 Hydrant filler neck 2¹/₂ dia fixed and with blank cap and ball shut-off valve. Hydrant filler neck with non-return valve in order to avoid emptying of the tank, when the filler hoses are disconnected and the shut-off valves are opened.
- 1 airing and ventilation system.
- 1 overflow pipe with overflow protection. Discharge should be away from chassis frame and brakes.
- 1 drainage valve incorporated in the tank sump, tank sump dia approx. 200 mm. with ball valve at the bottom of the tank.

7. FOAM TANK:

- Capacity. 500 Litres. (AFFF Foam be provided by Fire Tender manufacturer at the time of delivery)
- Construction. FOAM TANK to be constructed from corrosion free stainless steel 304 of 3 mm thickness suitable for all commercial synthetic and protein foam compounds and suitably protected with removable baffle walls. Foam tank should be separate tank other than water tank.
- Tank level indicator. Electrical level indicator or Fludometer or glass tube visual level indicator for trouble free level indication.

8. FOAM TANK OUTFIT:

- 1 Manhole apporox. 500 mm dia with quick release lid, accessible from the roof.
- 1 Filler neck 4" dia fixed & with blank cap accessible from the roof of the superstructure.
- 1 airing and ventilation system.
- 1 overflow pipe with overflow protection.
- 1 drainage connection 1" dia fixed and with blank cap and ball shutt off valve of stain-less steel.
- 1 flange at the bottom of the tank out of stainless steel to be removed for cleaning purposes.
- 1 tank to proportional suction system with ball shut off valve of stainless steel.

9. FITTING:

All pipe lines and valves between Foam Tank and the pump should be of stainless steel.

10. FOAM PROPORTIONING SYSTEM:

- An around the pump foam admix system
- Material ... Gun Metal.
- Output ... 300 lit/min.
- Ratio ... 0 __ 6% (Regulator should show 0, 3, 6 etc. ratio)
- Control ... Manual.

11. FIRE PUMP:

- Type ... **Imported** (US/EU/Japanese Origin) centrifugal Pump, mounted at the rear
- Performance ... 1000 US Gallons/Min at 10 Bar on negative head of 10'
- Max. Suction Head. ... 8 to 8.5 meters (27.9 ft.) at sea level.
- Suction. ... 5" BSS (reduced to 4" BSS), threaded with blank cap.
- RPM ... 2900
- Delivery. ... 2x 2^{1/2}" deliveries at the rear side with female instantaneous coupling & blank cap.
2x 2^{1/2}" deliveries with female instantaneous coupling & blank cap one at each side (right & left) of the vehicle.
- The pump should meet the applicable NFPA codes, preferably 1901 standards.
- Pump casing of bronze.
- Impeller with flame plated hubs or of bronze.
- Impeller shaft of stainless steel.

12. PRESSURE CONTROL VALVE / PRIMING SYSTEM.

The pump should have an automatic pressure control system, auto priming system and Manifold Drain Valve (to drain all points of pump with the operation of a single control)

13. SPARES OF PUMP / PRIMER:

- List of spares of running parts or exhaustible parts be supplied for 5 years consumption. A list of all such spares & quantity of each to be provided and a certificate for their availability for 10 years time.
- The pump and the primer should be corrosion free, maintenance free and are water, and foam resistant.

14. PUMP CONTROL PANEL:

The panel be mounted above the pump at the rear and should include:-

- 01) Engine throttle control lever.
- 02) Primer control lever.
- 03) Pump pressure gauge.
- 04) Pump compound gauge.

- 05) Pump revolution counter with hour meter.
- 06) Tank to pump control
- 07) Hydrant inlet and control valve.
- 08) Control valves for suction inlet and delivery outlet.
- 09) Four gun metal screw-down delivery valves with 2¹/₂ inch instantaneous coupling
- 10) Blank Caps with chain.
- 11) Water content gauge.
- 12) Foam content gauge.
- 13) Foam proportioning control.
- 14) Panel lights and switches.
- 15) Monitor control valves (at control panel & beneath the monitor).
- 16) First aid hose reel control valve.
- 17) A 4" Male suction inlet with removable strainer provided with the Blank Cap and chain.

15. FOAM-WATER MONITOR (IMPORTED) AT THE ROOF:

- Manually operated Foam-Water monitor (all imported set) should be installed on the front side of the roof and should be made out of corrosion and foam resistant light alloy. The monitor platform is to be reinforced.
- Arrangements be made to replace the monitor branch with hydro foam nozzle (with 2¹/₂" instantaneous coupling), whenever required.

16. OTHER REQUIREMENTS:

- Horizontal Transverse = 170° on either side.
- Elevation = 45° from the horizontal position.
- Depression. = 15° from the horizontal position.
- Capacity. = 2200-2400 Lit/Min at 10 bars.
- Range at the Maximal Capacity :
 - a. water = 56 Meters approx from the tip of the monitor in still air
 - b. Foam = 45 meter in still air
 - c. Dispersed throw= approx 25 Meters.

17. HOSE REEL:

- One Hose reel to be fitted with 1" dia x 30 meters non-collapsible high pressure rubber hose terminated with a hand controlled jet/spray nozzle, manual rewinding system. The hose reel should have a test pressure of approx. 45 bars.
- The hose should be wound on appropriate hose reel. The reel should be equipped with a friction brake in order to keep the reel in position. The reel should be so designed that one single operator can remove the hose from any position in the 170° sector. Appropriate guide rollers, with ball bearing, chromium plated, are provided on either side. Preferably, it should be fitted in cabinet, closed by a door.

- De-winding and rewinding is executed manually by means of a convenient worm gear system.
- The hose to be equipped with multipurpose nozzle (Imported), designed for discharge of water and water/foam mixture with a capacity of 250 Lit/Min and manually controlled by a shut-off hall valve. The range should be minimum 15 Meters approx.

18. BODY WORK :

- Design and body work to be torsion free.
- The entire covering of the body work including doors of crew cabin and lockers compartments be of Aluminium sheet of 3 mm thickness.
- Entire frame work to be made of M.S. square piping (size 1¹/₄" x 16 gauge) supported by M.S. angles, channels and sheets of suitable sizes to withstand the superstructure .
- M.S. sheets, when used internally, will have a minimum thickness of 18 gauge.
- Sides of the water tanks or Foam tank should not be used as outer body of the vehicle. Outer body of the vehicle should have separate plating / sheeting.
- All materials used for the construction of the superstructure are completely new and free of defects. The whole body to be treated and professionally painted to give the vehicle a high resistance against rust.
- The floor should be covered with aluminum chequered plates.
- To access to the roof and to the monitor, a stable ladder with non-slip steps is fitted at the rear of the vehicle. Necessary protection plates and hand rails are to be provided.
- The roof is covered with aluminum chequered non-slippery plates and is bordered by a gallery of light alloy tubes dia 25 mm.
- A towing hook at the front and rear is provided.
- Diesel tank and its refilling neck is not out of the main body. It should be within the body.

19. OTHER REQUIREMENTS :

- The batteries are to be placed in such a way that easy maintenance is possible.
- Enclosed tunnels should be suitably positioned to accommodate 4 suction hoses.
- Suitable brackets and clamping devices should be provided for the mounting of a 30' (ft) light alloy extension ladder along with the roof.
- Spare wheel should be suitably fitted.
- Lockers on both the sides of the vehicles should be torsion free. Lockers doors should be hinged doors with lockers or aluminum shutters with locks. Each locker should have lighting system.
- The locks of the doors and lockers should be imported and of superior quality.
- Underneath the vehicles an under-coat is to be applied.
- A heavy duty front bumper to be fabricated on the front of the vehicle. (12" inches wide).

20. WARNING SYSTEM :

- The vehicle is to be equipped with a combined siren/public address system with vehicle amplifier, loudspeaker and microphone. The microphone to contain the volume adjuster. The P.A. system should over-ride the audible warning system by only pushing the volume regulator of the microphone. The minimum output of the P.A. system should be 100 watt. Three tone wail, hi-lo,yelp to be provided.
- A high capacity siren system to be provided.

21. ELECTRIC SYSTEM AND ITS SCREANING:

- The complete electrical system is insulated and protected against fire and water.
- The wiring is fully protected by circuit breakers and fuses.

22. PROTECTION:

A) BUILT-IN

- Wind Screen and windows safeguarding with metallic net.
- Eye strainer (for suction inlet) 01

B) ACCESSORIES

- Fire Suite (Coat & Trouser) 04
- Fire Helmet 04
- Long Gum Boot 04 Pairs
- Goggles 04
- Hand Gloves 04 pairs
- First Aid Kit in box as per Red Crescent Standard 01
- Fire blankets in container (non asbestos and 4'x4' size) 02

23. STANDARD INSTALLED EQUIPMENT:

<u>ITEM</u>	<u>QUANTITY</u>
➤ Red flashing round beacon mounted on the roof.	02
➤ Motor siren (Heavy duty)	01
➤ 30 ft.Light alloy extension ladder (2 section)	01
➤ Pump cabin light	01
➤ Flood lights on front and rear side of the vehicle.	02 on each side.

24. ACCESSORIES STORED IN LOCKER: (AS PER NFPA STANDARDS)

- Delivery hoses with gun –metal instantaneous coupling
2¹/₂ dia x 100 ft long. 5 Nos (500 Ft)
(German/English, Lighter in weight and smaller in coil)
Working pressure = 20 bars.
Bursting pressure =40 bars.
- Imported foam branch pipe without pick –up tube with
25-30 meter range, 400 lit/min flow 02
- Suction Hose 8' x 100 mm dia with coupling 04
- Suction Strainer (copper) 4" dia 01
- Basket strainer complete 01
- Rope Nylone 12mm x 15. M 01
- Inspection Lamp heavy duty with extension lead; 50 Meters. 01
- Suction wrenches 02 pairs
- Hand Controlled branch pipe 02
- 2¹/₂" collecting breaching. 01
- 2¹/₂" dividing breaching (hand controlled) 02
- Branch pipe Diffuser type. 01
- Fire Hook 01
- Fire axe 01
- Crow bar 01
- Tool Kit 01
- Foot valve (for Suction Hose) 02 Nos
- Pressure Testing Branch pipe with pressure gauge and set of
nozzles ½", ¾", 1", 1 ¼", 1 ½", 1 ¾" & 2" All in a tailored box 02 Sets
- Pistol grip nozzle (Imported) with integrated nozzle
support elbow, variable gallonage control in handle,
115, 210 and 375 hit per min. From full stream to wide spray.
Additional Large provided at the nozzle support.
Hose connection 2¹/₂" dia British instantaneous. 01
- Suction strainer with foot valve & draining facility ___
coupling 4" dia British standard threaded type. 01
- Stream light (Fire Box) 02

25. PAINTING:

- All painting to be epoxy coated in 3 layers.
- All material to be given anti-rust / anti-corrosion treatment.
- Exterior : Fire Red.
- Locker Interior : Aluminum Colour.
- Name. : Name of the concerned Local Council is to be
written on both sides of the Vehicle.

26. DRAWINGS:

- Sketch / drawing of superstructure to be got approved by the Procurement Committee of Local Govt. Deptt. before manufacturing of the Fire Tender.

27. MANUALS:

- 5 Sets. Comprising of instructions regarding operation, maintenance should be provided.

28. GENERAL:

- The fuel tank should be full to the capacity at the time of delivery of the vehicle.
- All gauges should be as per NFPA Standard.
- Built in air filling facility with air tank, gauge, tube and nozzle 01
- Auto Tyre filling facility
- Imported items means that these items should be manufactured by internationally reputed firms and made in accordance with the internationally practiced / accepted standards.
- Final testing / checking will be carried out at the place of delivery by the concerned local council.

29. INTENT OF SPECIFICATIONS :

It shall be the intent of these specifications to cover the furnishing and delivery of a complete custom built, Class "A" Triple Combination fire tender described herein and equipped as specified. These specifications cover only the general requirements as to the type of construction and test to which the tender shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. Tender proposed by the bidder shall meet the requirements of the National Fire Protection Association (NFPA) as stated in NFPA 1901 for Pumper Fire Apparatus, chapters 1, 2, 3, 8, 9, 10, 11, 12, 15, and 23 except where amended herein. The loose equipment list is a part of this specification and shall be provided.

Bids shall only be considered from companies that have an established reputation in the field of fire tenders construction and have been in business for a minimum of 10 years. Further, bidder shall maintain dedicated service facilities at his manufacturing location for the repair and service of products. Evidence of such a facility shall be included in bidder proposal.

The following major components shall be manufactured and assembled in Pakistan: Cab, chassis, and major body compartments. This insures continuity in the building process, and prevents any lack of the warranty.

Each bidder shall furnish satisfactory evidence of their ability to construct the tender specified and shall state the location of the factory where the tender is to be built. The

bidder shall also show that the company is in position to render prompt service and to furnish replacement parts for said tender.

30. QUALITY AND WORKMANSHIP :

The design of the tender shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points:

- Accessibility of the various units which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.
- Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements".
- Welding shall not be employed in the assembly of the tender in a manner that shall prevent the ready removal of any component part for service or repair.
- All steel welding shall follow American Welding Society D1.1-96 recommendations for structural steel welding.
- All aluminum welding shall be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.
- Flux core arc welding shall use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.
- The manufacturer is required to have certified welding inspector in plant during working hours to monitor weld quality.

31. FACTORY TRIPS :

The bidder shall provide the following expense free trips to the factory for the Procurement Committee of Local Government Department.

- Pre-construction
- Pre-paint / pre-assembly
- Final inspection

32. INFORMATION REQUIRED :

The manufacturer shall supply at time of delivery, complete operation and maintenance manuals covering the completed tender as delivered. A permanent plate shall be mounted in the driver's compartment which specifies the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

33. PERFORMANCE TESTS AND REQUIREMENTS :

A road test shall be conducted with the tender fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the

tender shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the tender. Vehicle shall adhere to the following parameters:

- The tender, when fully equipped and loaded, shall have not less than 25% nor more than 50% of the weight on the front axle, and not less than 50% nor more than 75% on the rear axle.
- The tender shall be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
- The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level concrete highway. The air brake system shall conform to Motor Vehicle Safety Standards.
- The tender, fully loaded, shall be capable of obtaining a speed of 50 mph on a level concrete highway with the engine not exceeding its governed rpm (full load).

34. GENERAL CONSTRUCTION :

The tender shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

35. ISO COMPLIANCE :

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001 / 14001 / 18001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.

36. APPROVAL DRAWING :

- Bidders shall furnish a detailed line drawing similar to the one proposed.
- The bidder shall furnish the name of an existing system, where the exact equipment offered can be seen, shall be made available, upon request, to the buyer for the purpose of making such examinations deemed necessary by the buyer to determine compliance with the requirements set forth.
- A drawing of the proposed tender shall be provided for approval before construction begins. The sales representative shall also have a copy of the same drawing. The finalized and approved drawing shall become part of the contract documents. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, pump panel layout etc.
- A "revised" approval drawing of the tender shall be prepared and submitted by the manufacturer to the purchaser showing any changes made to the approval drawing, if required.

37. WARRANTY :

The following warranty shall be supplied with each bidder's proposal and printed on the company letterhead.

“We warranty each piece of new fire tender to be free from defects in materials or workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any parts thereof which are returned to us with transportation costs prepaid, and as to which examination is disclose to the company's satisfaction to have been defective, provided such part, or parts shall be returned to us not later than two (2) years from delivery of the tender. Such defective part or parts shall be repaired or replaced free of charge and without charge for installation to the original purchaser”.

38. TRAINING:

A Seven-days training / familiarization course shall be arranged by the supplier at his premises free of cost for each batch of supply to the staff of the Council whom fire tenders shall be delivered. The training shall be imparted to 2 drivers and 4 fire-man for each fire tender supplied.

Read, Understood
Signed and Stamped by the Bidder

SUBMISSION OF BIDS AND EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Submission of Bids:

1. Each bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal (original + copy) and the Technical Proposal (original + copy);
2. Envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
4. Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
5. Financial Proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
6. Financial Proposal of bids found technically un-qualified shall be returned un-opened to the respective bidders; and
7. Bid found to be the lowest evaluated or Most Responsive bid shall be accepted.

Evaluation of Technical Proposals:

1. Procuring Agency shall evaluate the Technical Proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
2. No amendments in the Technical Proposal shall be permitted during the technical evaluation;
3. The bids shall be evaluated on the basis of following criteria:
 - i. The bidder shall respond strictly in accordance with the technical specification/ technical offer clause wise by writing “YES” or “NO” in respective columns against said clauses.
 - ii. In case the Bidder writes “Yes” against any respective column it must contain relevant brochure/ literature/ certificate or documentary proof otherwise same shall be treated non compliance and liable for zero marking.

- iii. The bidder will submit last 10 years track of sale record of the items under offer along with list of customers in Pakistan or outside Pakistan.
- iv. The bidder will provide technical literature containing necessary material specification with sketch/ drawing of fabrication of Fire Tender on the chassis with truck chassis manufacturer's valid certificate that all installation including PTO shall with stand within the capacity of truck all the time as well as during working conditions.
- v. The bidder will provide documentary proof as a support against any requirement mentioned in the technical specification/ offer.
- vi. Any bid found to have deviated in any manner from the laid down criteria shall be considered invalid for competition.
- vii. Any bidder black listed by the any Government department and/or Armed Forces of Pakistan in last ten years shall be considered technically disqualified.
- viii. Out of 100 marks a firm securing atleast 75% marks on aggregate basis will be considered as technically qualified for the said work.
- ix. The decision of Technical Evaluation Committee shall stand final and acceptable by all the bidders.
- x. The technically qualified bidders after finalization of technical vetting will arrange a pre-delivery inspection of their plants and equipment to ensure its conformity with the quotation.

Read, Understood
Signed and Stamped by the Bidder

Technical Offer Evaluation Criteria

S. No.	Required by SLGD	Marks	Confirmed by the bidder		Accepted/ not accepted by Technical Evaluation Committee
			YES	NO	
1	You are original equipment manufacturer / body assembler and having plant/ factory in Karach/ Sindh.	0-5			
2	The offered Fire Fighting Vehicle meets the general requirement of NFPA 1901 standard. (as regard Fire Fighting Pump performance).	0-5			
3	You have submitted a valid certificate from the truck manufacturer addressing the Secretary Local Government Dept. Govt. of Sindh mentioning that all installations including PTO in the Truck Chassis would with stand all the time as well as in the working conditions and truck chassis manufacturer is bound to provide warrantee of CBU (complete built up unit)	0-5			
4	You have manufactured/ supplied Fire Fighting Vehicles to all over Pakistan. (a) more than 50 tenders (3) (b)more than 100 tenders (6) © more than 300 tenders(10) (In support Order List	0-10			

	should be attached.)				
5	You have submitted satisfactory performance letter of 10 orders/ customers who have procured and are using your manufactured fire vehicles for the last 2 or more years. (The list should include the name, address and contact numbers of the customers)	0-10			
6	You have offered the Imported fire pump as per specs mentioned in technical specifications and that meets the requirement of NFPA 1901 standard. (Pump brochures should be attached mentioning Pump model, Construction, Capacity, Certified Performance Curve as per NFPA 1901 standard.)	0-5			
7	Please confirm that you have following: 1- body fabrication facility 2- baking paint facility 3- own design office facility 4- test bench facility with calibration flow meter & pressure gauges. 5- mobile workshop facility (Attach Photographs / proofs)	0-10			
8	The Bidder has successfully/ executed/ completed single handed job of supplies of minimum 50 units or worth Rs. 500 Million of Fire Truck/ Specialized Vehicles. If "Yes" provide contract details.	0-5			

9	Your firm is established and manufacturing same types of vehicles (Fire Fighting/ specialized vehicles) since last: - 5 years (2) - 10 years (5) - 20 years (10)	0-10			
10	You have after sales network in Karachi and branches with 2S facilities in atleast three major cities of Sindh. If 'Yes' then provide complete address details.	0-10			
11	You are ISO 9001 / 14001 / 18001 certified. (Attach copy of the Certificates)	0-5			
12	You have submitted a bank certificate mentioning that your firm's turn over annually is over Rs. 500 Million and your firm can perform single handed job worth Rs. 2,000 Million. (bank letter should be sealed and addressed to the Secretary Local Govt. Department, Govt. of Sindh)	0-10			
13	You have submitted Income Tax returns of last 5 years	0-5			
14	General sketch/ drawing of Fire Truck showing Pump, Monitor, Hose Reel mounting, original literature of Fire Pump with performance curve, PTO literature, accessories make, model and literature etc. enclosed.	0-5			

Read, Understood

Signed and Stamped by the Bidder

Section VI. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

1. <i>BID FORM AND PRICE SCHEDULES</i>	36
2. <i>BID SECURITY FORM</i>	39
3. <i>CONTRACT FORM</i>	40
4. <i>PERFORMANCE SECURITY FORM</i>	41
5. <i>BANK GUARANTEE FOR ADVANCE PAYMENT</i>	42
6. <i>MANUFACTURER'S AUTHORIZATION FORM</i>	43

1. Bid Form and Price Schedules

NIT No. _____

Date: _____

To
The Secretary,
Local Government Department,
Government of Sindh, Karachi.

Gentlemen and/or Ladies:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

Dated this _____ day of _____ 2014

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

NIT Number: _____ dated: _____

Name of Bidder _____

S.No.	Item Description	Quantity	Unit price DDP at various Town / Municipal Committees in Sindh	Total Price (Bid Amount)
1.	Supply of Fire Tenders for Local Councils in Sindh.	186	(in figures)	(in figures)
			(in words)	(in words)

Total Bid Amount Rs. _____
(in words)

I / We quoted the price schedule and bind myself/ourselves to comply all terms and conditions of this Contract with all the rules and regulations of the government and have attached the Bid Security amounting to Rs. _____ in shape of Pay Order/Bank Gaurantee bearing No. _____ dated: _____ issued from _____.

(Name of the Bank)

Signature of Bidder with Stamp: _____

- Note:** 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. In case of discrepancy between price written in words and figures; the prices written in words shall prevail.

2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 19____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 19____ between [*name of Procuring Agency*] Of [*country of Procuring agency*] (hereinafter called “the Procuring agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the _____ day of _____ 19_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency 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 *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.