



**CORRECTED**

# **KARACHI METROPOLITAN CORPORATION**

## **MUNICIPAL SERVICES DEPARTMENT**

### **CONTRACT MANAGEMENT (FB & ENV)**

#### **SINGLE STAGE – TWO ENVELOPES PROCEDURE**

**Based on SPP Rule 2010 (Amended 2013)**

### **TECHNICAL OFFER**

#### **NAME OF SCHEME:**

### **UPGRADATION OF FIRE SERVICES FOR HIGH RISE BUILDING (KMC)**

**[SUPPLY OF 2 UNITS OF TURNTABLE LADDER 55 METERS (+ 5 METERS) WITH  
2YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M  
TRAINING, 04 OPERATORS FOR 24/7 OPERATIONS]**

<b>Estimated Cost:-</b>	<b>Offer Rate</b>	<b>Tender Cost:</b>	<b>Rs.3,000/-</b>
<b>Time Limit:-</b>	<b>12 Months</b>	<b>Penalty</b>	<b>0.1% / Per Day (As per Clause 7.4 of Contract Data)</b>
<b>To be Opened on:-</b>	<b>13-05-2016</b>	<b>Validity of Tender:</b>	<b>90 Days (Extendable further 90 Days)</b>

Note: This document is as per SPPRA  
Standardized Bidding Document  
effective from 26-12-2011.

**Director, CM (FB & ENV)  
Municipal Services, KMC**

#### **Tender Issued:**

**No: KMC/MS/CM(FB&ENV)/001/15-16**

**Issue to M/s**

**Pay Order No. \_\_\_\_\_**

**Dated \_\_\_\_\_**

**Bank: \_\_\_\_\_**

**Signature & Stamp of Issuing Authority**

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**INSTRUCTIONS TO BIDDERS**  
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**BIDDING DATA**

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## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### IB.2 Eligible Bidders

##### 2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

- b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) If prequalification has not been undertaken, the procuring agency may ask information and documents not limited to following:

- (i) Company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;

**(Please refer Eligibility & Qualification Criteria attached at Annexure "D").**

- (vi) information regarding litigations and abandoned works if any.

### **IB.3 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;
  - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

**IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

**C. PREPARATION OF BIDS**

**IB.7 Language of Bid**

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB.8 Documents Comprising the Bid**

8.1 The Bid submitted by the bidder shall comprise the following:

- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

**IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the

Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

#### **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, 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.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as

set out in Bidding Data.

- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request

will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
  - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - (d) in addition to the identification required in 15.2, the inner envelopes shall

indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

#### **E. BID OPENING AND EVALUATION**

##### **IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)**

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.  
  
Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/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 price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially

responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A). Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;

- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPP Rule2(q);

(i) **—Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **—Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **—Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other

benefit or to avoid an obligation;

(v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## **F. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor’s capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

18.2 The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders’ qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

### **IB.19 Award Criteria & Procuring Agency’s Right**

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Notwithstanding IB.19.1, 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 award of Contract, without thereby incurring any liability to the affected bidders or

any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

#### **IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **(Refer Bidding Data)** % of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
  - (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

## BIDDING DATA

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Agency

Karachi Metropolitan Corporation

#### Brief Description of Works

##### Upgradation of Fire Services for High Rise Buildings (KMC)

[Supply of 2 units of Turntable Ladder 55 Meters (+ 5 Meters) with 2years Maintenance with Spares, Manufacturer Warrantee, O&M Training, 04 Operators for 24/7 Operations]

#### 5.1 (a) Procuring Agency's address:

Office of Sr. Director (Municipal Services), Hall No. 3, Adjacent 134 Help Line, Ground Floor, KBCA Building, Civic Centre, Gulshan-e-Iqbal, Karachi, Pakistan.

Telephone: +92-21-99230071 Fax: +92-21-99230068

#### (b) Engineer's address:

Office of Director (MS) for Fire Brigade & Environment, Municipal Services, KMC, Hall # CL-202, 2<sup>nd</sup> Floor, Left Wing, Civic Centre, Gulshan-e-Iqbal, Karachi, Pakistan.

Tele / Fax: +92-21-99232426

10.3 Bid shall be quoted entirely in Pak. Rupees on FOR Basis & to be delivered at the place as assigned by Engineer Incharge within Karachi Division Limit. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and Manufacturing capability necessary to perform the Contract as follows:

- i. Financial capacity: *(Please refer Eligibility & Qualification Criteria attached at Annexure "D")*;
- ii. Technical capacity: *(Please refer Eligibility & Qualification Criteria attached at Annexure "D")*;
- iii. Manufacturing Capacity: *(Please refer Eligibility & Qualification Criteria attached at Annexure "D")*.

12.1 (a) A detailed description of the Works, essential technical and performance

characteristics in compliance of Major Technical Specification (attached at Annexure “B”) shall be furnished by the bidder as per their bid.

- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

**13.1 Amount of Bid Security**

As Mentioned in Notice Inviting Tender (NIT).

**14.1 Period of Bid Validity**

Bid validity period 90 days which can be extended for further 90 days as per SPP Rules 2010 (amended 2013).

**14.4 Number of Copies of the Bid to be submitted:**

One original plus Nil copies.

**14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission**

Procuring agency's address, telephone, telex, and facsimile numbers.

Office of Sr. Director (Municipal Services), Hall No. 3, Adjacent 134 Help Line, Ground Floor, KBCA Building, Civic Centre, Gulshan-e-Iqbal, Karachi. Pakistan  
Telephone: +92-21-99230071 Fax: +92-21-99230068

**15.1 Deadline for Submission of Bids**

Time: \_\_\_\_\_ AM/PM on \_\_\_\_\_. (As Mentioned in NIT)

**16.1 Venue, Time, and Date of Bid Opening**

Venue: \_\_\_\_\_ (As Mentioned in NIT)

Time: \_\_\_\_\_ Date: \_\_\_\_\_ (As Mentioned in NIT)

**16.4 Responsiveness of Bids**

- (i) The bids shall comply all the Eligibility in addition to Technical Evaluation Criteria as attached at Annexure “D”.

\*(ii) Bid prices are firm during currency of contract/Price adjustment subject to as follows:

“In this contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract”.

20.3 At present vide notification dated 03-09-2015 the Stamp Duty on Contract is 35 Paisa for every Pak Rs. 100 or part thereof of the amount of Contract (Updated at the time of signing of Contract, if any, will follow)

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**

(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

**Upgradation of Fire Services for High Rise Buildings (KMC)**

[Supply of 2 units of Turntable Ladder 55 Meters (+ 5 Meters) with 2years Maintenance with Spares, Manufacturer Warrantee, O&M Training, 04 Operators for 24/7 Operations]

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_

*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

**SCHEDULE – A TO BID  
SCHEDULE OF PRICES**

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices.....	26
2.	Schedule of Prices.....	29
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

**SCHEDULE - A TO BID**  
**PREAMBLE TO SCHEDULE OF PRICES**

**1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

**2. Description**

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

**3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d'Unites (SI Units).

\_\_\_\_\_

\_\_\_\_\_

**4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment

## **SCHEDULE - A TO BID**

during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

### **5. Bid Prices**

#### **5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs

## **SCHEDULE - A TO BID**

in the rates and amounts entered in the Schedule of Prices.

### **5.2 Total Bid Price**

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

## **6. Provisional Sums and Day work**

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)**

<b>BILL NO</b>	<b>DESCRIPTION</b>	<b>TOTAL AMOUNT (Rs)</b>
	<b>(A) Building Work</b>	
1	Civil Works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	<b>(B) Road Work</b>	
1	Earthwork	
2	Hard Crust and Surface Treatment	
3	Culverts and Bridges	
4	Miscellaneous Items	
	<b>(C) Public Health Engineering Works.</b>	
1	Earth Work	
2	Subsurface Drains	
3	Pipe Laying and Man holes	
4	Tube Wells, Pump Houses	
5	Compound Wall	
6	Miscellaneous Items	
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In Words)		

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES**

<b>BILL NO</b>	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>Unit Rate (Rs)</b>	<b>TOTAL AMOUNT (Rs)</b>
1	<b>I. Civil Works</b>			
2				
3				
1	<b>II. Internal Sanitary and Water Supply</b>			
2				
3				
1	<b>III. Electrification</b>			
2				
3				
1	<b>IV. External Development Works</b>			
2				
3				
1	<b>V. Miscellaneous Items</b>			
2				
3				
<p><i>Total (to be carried to Summary of Bid Price)</i>  <i>Add / Deduct the percentage quoted above / below on the prices of items based on Composite Schedule of Rates.</i></p>				

**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

**SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS\***

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. ( <i>attach evidence</i> )
--	--	--

**Note:**

\* *The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

## **SCHEDULE – D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

## **SCHEDULE – E TO BID**

### **METHOD OF PERFORMING WORKS**

The bidder is required to submit a narrative outlining the method of performing the Works.

The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

.....  
[Procuring Agency]

[Contractor]

## **CONDITIONS OF CONTRACT**

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### CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

1.1.1 Contract means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

1.1.4 Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 Party means either the Procuring Agency or the Contractor.

##### **Dates, Times and Periods**

1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 Day means a calendar day

1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

**Other Definitions**

- 1.1.11 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.14 Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person

at the time of his appointment.

**3.2 Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

**4. THE CONTRACTOR**

**4.1 General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

**4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

**4.3 Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

**4.4 Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

**5. DESIGN BY CONTRACTOR**

**5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the

Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

## 6. **PROCURING AGENCY'S RISKS**

### 6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

#### 7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

### 8. **TAKING-OVER**

#### 8.1 **Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

#### 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

### 9. **REMEDYING DEFECTS**

#### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to

the Contractor shall be valued as a Variation.

**9.2 Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS**

**10.1 Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

**10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

**10.3 Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring

Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

#### 10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

#### 10.5 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

#### 10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate

issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention

money.

**11.4 Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

**11.5 Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

**11.6 Currency**

Payment shall be in the currency stated in the Contract Data.

**12. DEFAULT**

**12.1 Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving

behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

#### 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a

sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### **13. RISKS AND RESPONSIBILITIES**

#### **13.1 Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE**

**14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

**14.2 Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

### 15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## 16 **INTEGRITY PACT**

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the

Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

## CONTRACT DATA

### Sub-Clauses of

#### Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any

The detailed possible technical details as attached as Annexure "B"

1.1.4 **The Procuring Agency** means

Karachi Metropolitan Corporation

(through office of Sr. Director (Municipal Services) KMC

1.1.5 **The Contractor** means

The Lowest Evaluated Responsive Bid

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** 12 Months

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

Office of Director (MS) for Fire Brigade & Environment, Municipal Services, KMC, Hall # CL-202, 2<sup>nd</sup> Floor, Left Wing, Civic Centre, Gulshan-e-Iqbal, Karachi, Pakistan.

Tele / Fax: +92-21-99232426

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 **Provision of Site (Place of Delivery):** On the Commencement Date, the place of delivery will be notified.

3.1 **Authorized person:** Sr. Director (MS) KMC or their Representative

3.2 **Name and address of Engineer's/Procuring Agency's representative**

Office of Director (MS) for Fire Brigade & Environment, Municipal Services, KMC, Hall # CL-202, 2<sup>nd</sup> Floor, Left Wing, Civic Centre, Gulshan-e-Iqbal, Karachi, Pakistan.

Tele / Fax: +92-21-99232426

4.4 **Performance Security:**

Amount 1% of Contractual Amount

Validity Upto Complete Supply as per Scope of Work

*(Form: As provided under Standard Forms of these Documents, If needed)*

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's *(Please see technical details attached with the bid)*

7.2 **Programme:**

**Time for submission:** Within fourteen (14) days\* of the Commencement Date.

**Form of programme:** As notified by Engineer Incharge on the day of Commencement on Bar Chart/CPM/PERT or other.

7.4 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

7.5 **Early Completion (Not Applicable in this Case)**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period for remedying defects**

15 days from the day of notification of defect by Engineer Incharge but upto 12 Months from the date of supply of each unit.

10.2 (e) **Variation procedures: (Not Applicable in this Case)**

Day work rates ----- (details)

11.1 **Terms of Payments**

**a) Mobilization Advance**

Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on following conditions:

(i) on submission by the Contractor of a Mobilization Advance Guarantee for

the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;

- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then  $1/5^{\text{th}}$  of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

b) Part Delivery against part shipment (Complete Unit) is allowed.

11.2 \*(a) **Valuation of the Works:**

- i) Lump sum price \_\_\_\_\_(details), or
- ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or
- iii) Lump sum price with bill of quantities \_\_\_\_\_(details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_(details), or/and
- v) Cost reimbursable \_\_\_\_\_(details)

11.3 **Percentage of retention\*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** All type of risk covered from manufacturing to supply at site including during In-House Training

**Type of cover**

The Materials & Workers

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property

100% of damages

Workers:

Suppliers & KMC involved in delivery from Port to KMC Site, commissioning, testing & trial operation.

Other cover\*:

The Procured Turn Table

14.2 **Amount to be recovered**

Premium plus Hundred percent (100%).

15.3 **Arbitration\*\***

Place of Arbitration: Karachi, Pakistan

## **STANDARD FORMS**

**FORM OF BID SECURITY**

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The —Procuring Agency) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_

(Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

- (2) that in the event of;
- (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above

upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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

\_\_\_\_\_  
Guarantor (Bank)

- 1. Signature \_\_\_\_\_
- 2. Name \_\_\_\_\_
- 3. Title \_\_\_\_\_

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: \_\_\_\_\_

Name of Principal (Contractor) with

address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_  
\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_  
\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of

the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

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

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

its governing body.

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Guarantor (Bank)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

---

Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the “Procuring Agency”) of the one part and \_\_\_\_\_ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the

execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge,

as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_  
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

**INDENTURE FOR SECURED ADVANCES.**

This INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_" BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the \_\_\_\_\_  
\_\_\_\_\_ for an advance to him of Rupees \_\_\_\_\_  
\_\_\_\_\_ ) on  
the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor

Fin R.Form.17.A

on \_\_\_\_\_ and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_  
\_\_\_\_\_

(Rs. \_\_\_\_\_) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount.

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been

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Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

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Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer -----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility

and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment

to the Government of the said sum of Rupees \_\_\_\_\_  
\_\_\_\_\_ (Rs. \_\_\_\_\_) and any further sum  
or sums which may be advanced as aforesaid and all costs charges damages and expenses  
payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that  
not withstanding anything in the said agreement and without prejudice to the powers contained  
therein if and whether the covenant for payment and repayment hereinbefore contained shall  
become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following  
courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said  
works on behalf of the Contractor in accordance with the Provisions in that  
behalf contained in the said agreement debiting the Contractor with the actual  
cost of effecting such completion the amount due in respect of advances under  
these presents and crediting the Contractor with the value of work done as he  
had carried it out in accordance with the said agreement and at the rates thereby  
provided. If the balance is against the Contractor he is to pay the same to the  
Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out  
of the moneys arising from the sale retain all the sums aforesaid repayable to the  
Government under these presents and pay over the surplus (if any) to the  
Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum  
due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall  
not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said  
agreement the provisions of these presents shall prevail and in the event of any dispute or  
difference arising over the construction or effect of these presents the settlement of which has  
not been hereinbefore expressly provided for the same shall be referred to the Superintending  
Engineer ..... Circle whose..... decision shall be final and the  
provisions of the Indian Arbitration Act for the time being in force so far as they are applicable

shall apply to any such reference.

In witnesses whereof the\* \_\_\_\_\_ on behalf of the Governor of Sindh and the said \_\_\_\_\_ have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

\_\_\_\_\_  
Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of

Seal

1st Witness

2<sup>nd</sup> witness

## **SPECIFICATIONS**

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

**\*DRAWINGS**

## **\*DRAWINGS**

## **ANNEXURES**



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE DIRECTOR, CM (FB & ENV.)**  
**MUNICIPAL SERVICES DEPARTMENT**

Hall # CL-202, 2<sup>nd</sup> Floor, Left Wing, Civic Centre, Gulshan-e-Iqbal, Karachi  
 Tele / Fax: 021-99232426

No. Dir/CM(FB&ENV.)/MS/KMC/016/2016

Dated: 19- 04-2016

**NOTICE INVITING TENDER**

**SINGLE STAGE – TWO ENVELOPES PROCEDURE**

Tender in sealed covers are invited for the following supply from reputable manufacturer or their authorized local agent / distributor, having original authentication for this specific tender from manufactures, having experience of similar nature supply in Pakistan or country of South Asia (provide clients satisfied performance certificate), having local arrangement of after sales services and having valid sale tax, SBR and NTN certificates on Single Stage-Two Envelop Procedure (One Technical and 2<sup>ND</sup> Financial Offer) as per SPP Rule 2010 (Amended 2013). Both the envelopes shall be clearly marked as Technical & Financial and shall be dropped on the same day of tender opening for the following supply as per schedule below:-

Sr.#	Tender Reference No.	Name of Scheme	Estimated Cost	Bid Security in shape of Pay Order or Bank Guarantee in favour of KMC	Tender Cost In shape of Pay Order in favour of KMC (Non-Refundable)	Eligibility Criteria
1	2	3	4	5	6	7
1.	KMC/MS/ CM (FB &ENV) /001 /15-16	<u><b>Upgradation of Fire Services for High Rise Buildings (KMC)</b></u> [Supply of 2 units of Turntable Ladder 55 Meters (± 5 Meters) with 2years Maintenance with Spares, Manufacturer Warrantee, O&M Training, 04 Operators for 24/7 Operations]	Offer Rate	1% of the Bid Price	Rs. 3,000/-	<ul style="list-style-type: none"> <li>As per attached in Annexure "D" in Tender Document (Technical)</li> </ul>

**TERMS & CONDITIONS**

1. Tender schedule shall be as follows:

SCHEDULE	DATE & TIME	VENUE
1. Receiving of Application & Issuance of Tender	<b>From</b> <b>27.04.2016</b> <b>To</b> <b>11.05.2016</b> During Office Hours	Office of Director, CM (FB & ENV), Municipal Services Hall # CL-202, 2 <sup>nd</sup> Floor, Left Wing, Civic Centre, Gulshan-e-Iqbal, Karachi
		Office of Director (Planning), F&A Department, 6 <sup>th</sup> Floor, Civic Centre, Gulshan-e-Iqbal, Karachi.
		Office of Deputy Director (Accounts), Administrator Secretariat, Karachi 1 <sup>st</sup> Floor, Civic Centre, Gulshan-e-Iqbal, Karachi.
2. Dropping of Tender	<b>13.05.2016</b> at <b>3:30 p.m</b>	Office of Sr. Director (Municipal Services), Hall No. 3, Adjacent 134 Help Line, Ground Floor, KBCA Building, Civic Centre, Gulshan-e-Iqbal, Karachi.
3. Opening of Tender	<b>13.05.2016</b> at <b>4:00 p.m</b>	Office of Sr. Director (Municipal Services), Hall No. 3, Adjacent 134 Help Line, Ground Floor, KBCA Building, Civic Centre, Gulshan-e-Iqbal, Karachi.

2. The tender documents will be issued to the firms on submission of application in their original letter head alongwith Pay Order in the prescribed amount of KMC for tender cost as mentioned above. In other, case the tender documents can be downloaded from SPPRA website as well as KMC website & can be dropped on the given date & time place in this NIT alongwith a pay order of tender cost as mentioned above otherwise tender will be rejected.
3. At first, the technical offer will be opened on the day of opening of tender as mentioned above whereas the financial offer will be retained in sealed envelope by KMC till evaluation of technical offer.
4. The tender in sealed cover superscripted with the name of supply should be dropped in the tender box kept in the committee room of the office of Sr. Director (Municipal Services) KMC.
5. In case the date of selling / dropping & opening of tender is to be declared as a public holiday by the Government or Non working day due to force Majeure, the next official working day shall be deemed to be the date for selling / dropping and opening of tenders at the same time.
6. **Substantially Responsive Bid:-**  
Only those bids, which comply with the each eligibility & minimum qualification criteria attached with the tender documents shall be declared substantially responsive bids and will be eligible for further evaluation, otherwise the same will be declared as non responsive / rejected.
7. **Bid Security: -** Bid Security as mentioned above in shape of pay order or bank guarantee (on specified Performa) in favour of Karachi Metropolitan Corporation shall be enclosed as follows: -
  - a) Rs. 1,000,000/- shall be enclosed with Technical Offer Envelope as part of Bid Security. Otherwise the bid will not be evaluated.
  - b) 1% of bid amount (after deducting Rs.1,000,000/- already attached with the technical offer) shall be enclosed with Financial Offer Envelope. In case of non compliance, the part of Bid Security attached with the technical offer shall be forfeited
  - c) This Bid Security will be retained till finalization of the case.
8. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
9. KMC may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposals, subject to the relevant provisions of SPP Rules 2010.

**Sd/=**  
**Director, CM (FB & ENV)**  
**Municipal Services, KMC**

# Terms of Reference [Scope of Work (Supply)] & Technical Specification

## Scope of Work

Supply of Turntable Ladder 55 Meters ( $\pm$  5 Meters) with 2years Maintenance with Spares, in addition to Manufacturer Warrantee, O & M Training (10 Working Days), 04 Full Time Operators (2 for each machinery) plus arrangement of third party inspection by Cotecna / SGS whichever is applicable.

## TECHNICAL SPECIFICATION

### SUPPLY OF 02 NOS. 55 METERS (+/- 5METERS) WORKING HEIGHT TURNTABLE LADDERS FOR RESCUE & FIREFIGHTING PURPOSE

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
1	<u>TENTATIVE GENERAL TECHNICAL REQUIREMENT SPECIFICATION:</u>	
	(Note: The bidder shall offer their product of at least the following technical requirement specifications or better than these).	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
1.1	The Turntable Ladder shall be designed specifically for the purpose of fire fighting and rescue to enable firemen to go up and down. It shall comprise of ladder sections with a cage mounted at the end of top ladder section and a lift for going up and down to rescue people. The entire unit shall be mounted on a Turn-Table on a Heavy Duty powerful Diesel - Engine chassis of European/ Japanese make, 6x4 having approx. 5100 mm Wheel Base with fully factory built cabin and suitable capacity PTO. The Vehicle Chassis shall conform to BS III (EURO III) emission norms/ Equivalent International Standard.	
1.2	The Turntable Ladder shall be designed as per the designed, operational stability and structural strength based on the criteria laid in EN14043 OR equivalent International Standard and other norms and standards applicable for automatic turntable ladder used for Fire Fighting and rescue operations and the certificate to that effect issued by the competent agency shall be enclosed with the tender.	
1.3	The TTL shall be capable of use at any angle of elevation without any reduction of load capacity of the cage. It shall also rotate 360 degree at any angle of elevation as well as below ground level subject to ladder remaining clear of vehicle body.	
1.4	The appliance shall be compact and fast on the road and easily maneuverable in the crowded streets and around sharp corners. The overall dimensions shall not exceed the limits specified herein.	
1.5	The height of the Turntable Ladder when fully extended shall not be less than 53 mtrs to the cage bottom from the ground.	
1.6	The Turntable Ladder shall be micro processor based electro hydraulically controlled, permitting precise and easy operations under the most difficult conditions, with ample reserve of strength and stability.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
1.7	Full safety interlocks shall be incorporated in the design so as to ensure complete safety in operations and long years of reliable and trouble free service, as far as possible the system shall be fail proof.	
1.8	The Vehicle shall have a leveling system to adjust an angle not less than 7 degree and it shall be in automatic in nature with the manual override in case of emergency.	
1.9	There shall be a full back up system for all ladder movements and outrigger movement in case of failure of main system. This shall be achieved with the help of electro hydraulic pump (220 or 380 Volt) powered by the vehicle generator.	
1.1	The Complete Movement of the TTL shall be computer controlled and stabilized and the system shall be checked for interference sensitivity according to standards.	
1.11	The Control system of the TTL shall be fully tropicalised and able to operate in the temperature range up to +55 degree centigrade and in a dusty and humid condition without reducing the maximum operating limits.	
1.12	The elevation of ladder shall be possible from -10 + 75 degree.	
2	<b>CHASSIS:</b>	
2.1	The Chassis shall suitable to safely bear weight & height of TTL Super Structure be of such make which is generally popular & reputable like VOLVO / IVECO / MERCEDEZ BENZ / MAN / HINO, 6x4 having approx. 5100 mm Wheel Base with fully factory built cabin and suitable capacity PTO. The Vehicle Chassis shall be a Right Hand Drive and shall conform to BS III (EURO III) emission norms or equivalent International standards.	
2.2	The engine preferably six cylinder, inline/'V' type, Diesel with direct injection, turbo charged with intercooler.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
2.3	The engine shall develop minimum 370 HP.	
2.4	The gearbox shall be semi automatic or fully automatic type with the arrangement of suitable capacity PTO required for driving the hydraulic pump for ladder movements.	
2.5	Rear Axle shall be Tandem Banjo type with Hub reduction and differential lock between the wheels and axles.	
2.6	Chassis frame shall be 'C' Channel section made of high strength steel with cross embers.	
2.7	The Steering shall be integral power steering with fully adjustable steering wheel and column.	
2.8	The Front and the rear Suspension shall be leaf spring type.	
2.9	The Brakes shall be dual circuit airbrakes, disc type at front and drum type a rear axles with parking brakes acting on rear wheels.	
2.1	Fuel Tank - Capacity shall be min 300ltrs with lockable fuel cap.	
2.11	The Chassis shall be provided with 10 Tyres – plus spare tyre of suitable size as per GVW of vehicle.	
2.12	The chassis shall be provided with single cab with RED RAL 3000 colour, made from high strength steel fully trimmed, external panels hot dip galvanized with hydraulic cab tilting mechanism. The cab shall be provided with adequate ventilation, rear view mirrors, windscreen glasses and windows, adjustable driver seat, wiper system and along with all other standard fitments. Cab shall meet crash test requirement of ECE R29 norms.	
2.13	The Electrical system shall be 24V, with suitable capacity batteries & Alternator for charging the batteries.	

S.NO	TECHNICAL SPECIFICATIONS		MANUFACTURER RESPONSE
2.14	The chassis shall be supplied with standard tool kit, hydraulic jack, operator & workshop manuals.		
2.15	The Chassis shall be fitted with suitable capacity Power Take Off Unit to drive the hydraulic pump for ladder movements.		
3	OPERATING REQUIREMENTS & DIMENSIONS OF FINISHED APPLIANCE;		
	The Vehicle shall comply the following requirements		
3.1	3.1 Max working Height approx : 55 mtrs	55 mtrs	
3.2	3.2 Height to working cage bottom approx : 53 mtrs	53 mtrs	
3.3	3.3 Working outreach with 270kg cage load approx : 18 mtrs	18 mtrs	
3.4	3.4 Rotation - Continuous : 360 degree	360 degree	
3.5 (a)	Safe working load in the cage on hard level Ground with dry monitor	270 Kg Approx.	
(b)	Safe working load with monitor in the cage Delivery up to 2000 LPM	180 Kg Approx.	
(c)	Loading capacity of lifting eye under the		
(d)	First ladder set	2000 Kg Approx.	
(e)	Operations at maximum outreach with Full working load permitted in wind speed upto	12.0 Mtr/ Sec.	
3.6	Operating time at full stroke for all operations	As per EN 14043	

S.NO	TECHNICAL SPECIFICATIONS		MANUFACTURER RESPONSE
3.7	Overall length in traveling position less than	12 mtrs	
3.8	Overall width of the vehicle	2.50 mtrs max	
3.9	Overall Height in traveling position	3.95 mtrs max	
3.10	Maximum width of the vehicle when Jacks are fully extended on both sides not more than	5.3 mtrs	
3.11	Gross Vehicle Weight	33 tons max	
4	<b>CONSTRUCTION:</b>		
	The vehicle shall be robust in construction; materials used in construction shall be carefully selected for lightness and durability. Use of timber shall be restricted in bodywork and use of rubber shall be avoided as far as possible. Ferrous metal parts shall be treated for anti - corrosion by a method other than electro-plating.		
5	<b>LADDER SET:</b>		
5.1	5.1 The vehicle shall perform the following functions/ operations		
5.1.1	Elevation		
5.1.2	Depression		
5.1.3	Extension & housing		
5.1.4	Rotation 360 degree continuously in either direction		

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
5.2	All the operations shall be electro-hydraulically operated with the help of hydraulic cylinders, wire ropes, chain etc. The system shall be purpose built to provide smooth takeoff, variable speed range and smooth slowdown, based on the criteria laid down under EN 14043 or any other relevant standards applicable for these kind of vehicles.	
5.3	There shall be Five/six ladder Sections, with telescopic movement made from high grade, corrosion resistant steel and shall have minimum wind catching area. The ladder sections shall be extended and retracted telescopically and simultaneously. Wind sensor to measure the wind speed shall be installed at the ladder tip with warning signal sent to the main control stand when wind speeds exceed safe operation conditions.	
5.4	Based on the selected outrigger position and cage load, the system selects automatically the maximum outreaches to all directions. The system capacity shall enable various outreach curves for each direction. The size of each sector shall automatically be defined based on position of outriggers. The outreach control system shall practically be infinitely variable.	
5.5	The lower ladder section shall be screwed to turret. The ladder sections shall be welded construction; welding method shall be of latest technology to provide high durability and extreme accuracy. For high strength and minimum flexing of the ladder sections only high tensile strength steels shall be used.	
5.6	The ladder elevation and lowering shall be controlled by two hydraulic cylinders that both have their separate safety devices and can alone carry the entire load in case of failure of any one of the cylinders.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
5.7	All ladder sections shall move in a synchronized way and there shall not be any intermediate jerks during extension / retraction. Automatic slowdown mechanism at the beginning of the movement as well as end of the movement shall be provided to all ladder movements. All the moving sections shall be fitted with adjustable guides/ rollers to provide smooth and accurate movement. Various maintenance points shall be located well at hand either outside the ladder or behind easily removable covers.	
5.8	The extension and retraction wire ropes shall be so laid; it should not cause any hindrance for climbing to a fireman. The ladder rungs shall be Anti Skid design and extension and retraction cables shall be provided with tension adjustment mechanism.	
5.9	The ladder shall be possible to elevate from -10 to +75 degree minimum angle. The rotation movement shall be continuous through 360 degree at all angle of elevation except for the cabin protection area. In driving condition, the ladder set shall be placed on the ladder head rest.	
5.1	All the sliding sections shall have maintenance free Nylon/Steel rollers for sliding movements and means shall be provided for the lubrication of these rollers at an easily accessible position.	
5.11	Hook On type additional ladder shall be provided for the access to main ladder assembly from the ground. A lifting eye shall be provided at the head of the main ladder section to lift the load.	
5.12	An attachment system shall be provided at the top of ladder and in cage for fixing water monitor. The monitor attachment shall be quick connecting type without the use of bolts and nuts. The monitor can be kept at some other suitable place on the vehicle.	
5.13	All main ladder movements shall be possible individually and simultaneously. While using simultaneous movements there shall not be reduction in the speed of ladder movements. The ladder leveling (plumbing) movement shall be automatic in nature.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
5.14	All the ladder movements except rotation, just before reaching the limit shall slowed down automatically until rest. In addition to this, the ladder lowering rate shall proportionally be decrease with increasing ladder length in order to avoid excessive swinging of ladder tip when ladder movement stops.	
5.15	The functional, ergonomically designed main operating control consol shall be provided on the left hand side of turntable, with suitable operator seat. The following controls shall be provided on main control.	
5.15.1	Lever/joy stick for rotation and elevation and depression.	
5.15.2	Lever/Joy stick for extension and retraction.	
5.15.3	Foot pedal for oil pressure ON/OFF (Dead Man type switch)	
5.15.4	Button for engine Start/Stop.	
5.15.5	Button for ladder leveling (Plumbing) ON/OFF.	
5.15.6	Button for rungs in alignment.	
5.15.7	Button for One man/Two man/Three man selection.	
5.15.8	Button for lighting ON/OFF.	
5.15.9	Button for emergency stop.	
5.15.10	Volume control for main control stand speaker and speaker at ladder top.	
5.15.11	Microphone for intercom system.	
5.15.12	Lever for emergency operation ladder and jacks.	
5.15.13	Graduated Arc with pendulum.	
5.15.14	Button for automatic housing of ladder in the head rest.	
5.15.15	Display screen (LCD or TFT).	
5.16	The ladder set shall be primed and painted for long life span, treated against rust and corrosion.	
6	<b>HYDRAULIC CYLINDERS:</b>	
6.1	The Hydraulic cylinders shall be double acting, fitted with lock valves so as to prevent ladder set, working cage from lowering or the outriggers from retracting in case of pipe or hose failure.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
6.2	The cylinders shall be provided with automatic dampers to prevent the pressure shocks and shall dampen the movement when a mechanical stop is reached.	
6.3	Retraction of the outriggers shall be automatically prevented as soon as the ladder set has been lifted up from their transport position by way of electrical OR Hydraulic interlock system.	
6.4	The ladder elevation and lowering has to be controlled by two hydraulic cylinders that both have their separate safety devices and both can alone carry the entire load in case of failure of any one of the cylinders.	
6.5	The piston rods of the outrigger cylinders shall be protected suitably in order to protect piston rod from damage caused by any external impacts.	
6.6	Lifting of the ladder set from the transport position shall be prevented before the outriggers are in support position and there shall be a limiting circuit to prevent damage to the Drivers cabin when the ladder is not clear of the cabin.	
6.7	All the movements shall be automatically limited in their extreme position and the working cage shall be prevented from working outside of the permitted working range in any position.	
6.8	An emergency stop switch shall be provided on both control panels, which shall switch off the hydraulic pressure of all movements and shall stop the vehicle engine.	
7	<b><u>TURN-TABLE:</u></b>	
7.1	The turntable shall be fully integrated steel structure containing center post, slip rings, etc duly fastened to the main frame by means of slewing ring.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
7.2	The rotation for the turntable shall be controlled by hydraulic motor with brakes.	
7.3	The base control station shall be attached to the turntable so as to rotate with it and be accessible in all positions of the turntable.	
7.4	The hydraulic distributor (center post) shall be mounted in the center of the turntable at an accessible position and shall carry the hydraulic pressure and return lines, electrical supply lines allowing continuous rotation in either direction.	
7.5	The fasteners retaining turntable to the rotation mechanism shall be of proper grade and shall be torque properly.	
7.6	The rotation gearbox fastener shall be of proper grade and torque with proper backlash.	
7.7	Pins securing the hydraulic cylinders shall be properly installed and secured.	
7.8	The hydraulic hoses, tubing's and connections provided in the turntable shall be free from kinks, chaffing or leaks.	
8	<b><u>STABILISING / JACKING SYSTEM:</u></b>	
8.1	The Jacking system shall consist of hydraulically operated four outriggers mounted in their housings. Each housing shall be fitted with adjustable guides to provide smooth and accurate movement of the outrigger beam. The outrigger piston rods shall be completely protected by closed steel profile.	
8.2	The Jacks shall be diagonal type configuration (no exceptions!); each side shall have two separate stabilizers.	
8.3	The jack shall be provided with ground pressure sensors, which shall be correctly actuated before the ladder set is operated to ensure proper stabilization.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
8.4	Each jack shall be provided with self-aligning footplate to spread the load evenly and allow the operation on uneven ground.	
8.5	The system shall be able to level the vehicle up to 7 degree through the 360° rotation with automatic leveling system.	
8.6	The jacking system shall be controlled by two separate control panels provided on left and right side of the vehicle at rear with following controls.	
8.6.1	Left side front and rear outrigger beam out.	
8.6.2	Right side front and rear outrigger beam out.	
8.6.3	Left side jacks down	
8.6.4	Right side jacks down.	
8.6.5	Automatic axle locking mechanism.	
8.6.6	Cage folding in isolation switch.	
8.6.7	Vehicle leveling gauge	
8.6.8	Emergency stop push button	
8.7	All the jack movements shall be infinitely variable within the full jacking width.	
8.8	The Jacking systems shall allow operating each jack individually and the jack projection shall be recognized by the controlling system and the maximum outreach shall automatically be calculated as per the jack width.	
8.9	The jacks shall be controlled individually or in pair with lever /joystick and the control panel shall be situated in such a position that, the operator will have clear look to the right and left hand side while extending the jacks. The control panel shall be located at the rear side of the vehicle.	
8.1	Yellow Flashing warning lights shall be provided at the outer most point of the jacks to identify the position of the jacks during night operation.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
8.11	Four wooden spreader plates shall be provided for the use, when the vehicle is to be operated on soft ground.	
8.12	The stabilizing system shall also preferably incorporate axle-locking mechanism.	
8.13	The locker containing outrigger controls shall be fitted with an automatically operating door switch and a light for night operation.	
9	<b>ELECTRONIC SAFETY AND OUTREACH SYSTEM:</b>	
9.1	The computer-controlled and stabilized system shall allow the outriggers to be positioned and the system shall be capable to select automatically the maximum allowed outreach to front, rear, right and left side. Based on calculations and parameters saved in the system to guarantee exactly the same outreach regardless of the external influences like wind speed and direction, temperature, friction of the cylinders, etc.	
9.2	The display units of the system shall show maximum possible outreach and position of the	
	working cage in real-time along with other details.	
9.3	The electronic system shall be made in CAN-BUS technology and approved according to the valid standards and directives. The system shall be EMC tested (EU directive 89/336/EEC) and CE type tested by TUV or any other appropriate agency.	
10	<b>CAGE &amp; LIFT:</b>	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
10.1	The working cage shall be attached to the tip of top section and it shall be foldable. There shall be sufficient space for three persons and safe working load shall not be less than 270kg excluding the equipment permanently mounted in the cage. The leveling of the cage shall be controlled automatically by an electro/hydraulically mechanism with manual override in case of emergency. The controls for folding over and in working position shall be integrated into the control panel for the jacking system. The entrance to the cage shall be provided from the front and rear.	
10.2	The cage shall be made of tubular steel/Aluminum profile, welded together and painted with special paint with high durability in case of steel cage. The dimensions of the working cage shall be such that it shall provide sufficient space for three men. The top railing shall be part of the cage door so that entering into the cage without bending is possible.	
10.3	The cage shall be designed for 270 Kgs working load and shall be tested for min. 50% overload capacity.	
10.4	The cage shall be quick removable type whenever needed.	
10.5	An emergency cage leveling operation shall be provided in case of failure of electricity by means of Hand/Foot pump.	
10.6	The cage control shall allow all ladder movement to be performed infinitely variable. During cage operation, the movement shall be automatically controlled by the safety system. When the ladder is operated from the cage, the speed of movements shall be the same as ladder control from main control consol.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
10.7	The location of cage control shall be such that the operator shall have clear look on all side when operating the ladder from the cage. The Joy stick/Levers in the cage shall be identical that of the main console. The cage control panel shall always be visible and accessible, even when the additional equipment is used by the fireman. One xenon flood light shall be provided in front of the cage for illumination during night operations.	
10.8	The cage control shall have following controls on the control panel.	
10.8.1	Lever/joy stick for rotation and elevation and depression.	
10.8.2	Lever/Joy stick for extension and retraction.	
10.8.3	Foot pedal for oil pressure ON/OFF (Dead Man type switch)	
10.8.4	Button for engine Start/Stop.	
10.8.5	Button for rungs in alignment.	
10.8.6	Button for One man/Two man/Three man selection.	
10.8.7	Button for lighting ON/OFF.	
10.8.8	Button for emergency stop.	
10.8.9	Button for automatic housing of ladder.	
10.8.10	Microphone-cum-speaker for intercom system.	
10.8.11	Operation display screen (LCD)	
10.8.12	Button for cage light ON/OFF.	
10.9	Wide angle fixed video camera shall be installed on the cage front with image transmission to the main control stand display.	
10.1	All ladder movements shall be stop automatically when the cage collusion system is activated.	
10.11	A rescue lift shall be mounted at the rear of ladder set to be used for fast emergency rescue operation. Lift shall be use at any ladder rotation angle and also when cage is mounted at ladder tip.	
10.12	Rescue lift capacity shall be not less than 180 Kg.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
10.13	Lift shall be controlled either by main control stand or from the lift by means of wireless remote control system. Access to the lift shall be possible also from the ground level at the rear or at left/right side.	
11	<b>HYDRAULIC SYSTEM:</b>	
11.1	The Hydraulic power shall be provided by a reliable and adequate capacity variable displacement axial piston pump, which shall be driven by the vehicle power take off.	
11.2	When no operation of the ladder is activated, the pump shall rotate on minimum flow and minimum pressure. When the control lever or oil pressure foot paddle is pressed, the engine should automatically go to pre set rpm and also activate the necessary hydraulic oil supply to all the circuits.	
11.3	There shall be a provision of instant couplings for attachment of manometer in each pressure line for checking pressure of each circuit.	
11.4	The suitable filtration system of the hydraulic oil shall be provided on the vehicle to insure a good quality of oil entering into the system.	
11.5	All hydraulic cylinders shall be double acting with hard chrome plated piston rods and shall be fastened by means of preferably self-aligning ball bearings to prevent lateral forces from damaging the seals or piston rods of the cylinders.	
11.6	Hydraulic oil tank shall be provided into the turn table of suitably capacity. There shall be a proper heat dissipation system. The tank shall be fitted with oil level gauge, and suction connections with closing valves for easy maintenance and draining outlet with closing valve.	
12	<b>BACK-UP FOR THE HYDRAULIC SYSTEM:</b>	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
12.1	The hydraulic power for all necessary ladder movements shall provide via a separate electro-hydraulic pump (220 or 380 Volt). The electro-hydraulic pump shall be provided at suitably place for safe and easy operation.	
12.2	There shall be a separate power generator mounted at suitable place, providing electricity to the hydraulic pump, which will provide independent means of hydraulic power in case of failure of main engine of vehicle. The power generator shall be able to start from main control panel.	
12.3	In case of failure of main control panel system, emergency operation of all ladder movements shall be possible. All the ladder movements shall be controlled with hydraulic system from the main control consol.	
13	<b>CONTROLS AND SAFETY:</b>	
13.1	The Electrical supply needed for control system shall be taken from the vehicle battery which shall be charged when the engine is running.	
13.2	When the vehicle is in operation yellow flashing warning lights mounted on the outriggers shall automatically remain on.	
13.3	The engine starting and stopping switch shall be provided on all control panels and the engine speed shall be increased to the present level as soon as the foot paddle is pressed.	
13.4	All boom and rotation movements shall be controlled electro-hydraulically by means of proportional valves. The proportional valve shall not be sensitive to changes of ambient or oil temperature, and shall provide smooth, safe and very accurate movements even in most severe operating conditions.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
13.5	The speed of the ladder for lowering and extension shall be automatically reduced at maximum outreach. The ladder lifting speed shall be reduced before the maximum elevation.	
13.6	All control movements can be performed by the control system from both control panels and the outreach can be selected by the positioning the outriggers. The variable system shall consist of two displays, the graphical display and real time information about the outreach and the cage position and also to show possible movements according to cage position by animated arrows. In the text display there shall be main texts for:	
13.6.1	Warnings	
13.6.2	Emergency situations	
13.6.3	Help manual	
13.6.4	Fault finding system	
13.7	There shall be two independent drive elements to secured the ladder set of which each is capable of keeping the ladder in its present position during the ladder movements.	
13.8	There shall be an inter lock, only permits the ladder sets to be lifted from the head rest and thereafter other movements are possible.	
13.9	There shall be a load measuring system for stability and security of the ladder parts. The ladder movements shall stop automatically due to projection and / or additional load such as rescue persons, in conjunction with the jacking widths and the actual remaining loads.	
13.10	An operating range display shall continuously show the total working range and the present load situation. The position of the ladder and the load limit in conjunction with the jacking widths shall display simultaneously.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
13.11	For the stability of the ladder, the speed of all the movements shall slow down smoothly and automatically before reaching the final position and automatically stop all movements in the defined final position.	
13.12	For the tactical requirement during the emergency operation, there shall be a system which allows the ladder to reach the operational limit beyond the free standing limit, when the ladder head is supported against the wall.	
13.13	When the ladder reaches to its operational limits. There shall be automatic final stopping of all ladder movements except for retraction and rotation.	
13.14	There shall be a driver's cabin protection mechanism which will stop respective ladder	
13.15	There shall be an impact cut out which will stop all ladder movements.	
13.16	An automatic hydraulically operated and electronically control leveling system (plumbing) shall be active all elevation and inclination angles. It shall guarantee that, the rounds are always horizontal up to angle of 70.	
14	<b><u>OPEARTING RANGE DISPLAY:</u></b>	
14.1	An operating range display shall be provided at main control console, and cage control console, which shall provide information to the operator. The various signals coming from the sensors, computer shall be processed and visually represented in the form of text or symbol on the display.	
14.2	A scale down representation of the actual available range of operation shall be displayed showing exactly the ladder position, projection, ladder length, height and angle of elevation.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
14.3	A microprocessor shall control and monitor all ladder movements and safety system. If the safe operating limit is reached, the ladder movement shall be blocked automatically and a corresponding message / indicator shall be shown on display screen.	
14.4	Display shall show text message of operational faults including its consequences.	
14.5	The operating range display shall be illuminated suitably for easy reading during the	
	night operation.	
15	<b><u>CONTROLS AND INDICATORS IN DRIVERS CAB:</u></b>	
15.1	The following control and indicators shall be provided in drivers cabin.	
15.1.1	Visual warning for any of the equipment lockers being open	
15.1.2	Visual warning for the ladder set not being fully in transportation position	
15.1.3	Switch with visual indication for rotating beacons	
15.1.4	Switch with visual indication for siren unit	
15.1.5	Microphone for the public address system	
16	<b><u>BODY WORK AND EQUIPMENT LOCKERS:</u></b>	
16.1	The structure for the bodywork shall be made up of Aluminum profiles.	
16.2	The complete external paneling of the rear body shall be made from Aluminum sheet fitted to the structural member either by gluing or riveting.	
16.3	The complete flooring of the rear deck shall be made from non skid aluminum chequered plate of 3 mm thick properly riveted or bolted to the superstructure members.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
16.4	For the easy access to the rear deck from ground level, there shall be sufficient numbers of recessed steps on both sides of the vehicle provided with suitable grab handles.	
16.5	At least n° 2 lockers on each left/right side shall be provided for keeping various accessories and equipments. The locker shall be so made that load distribution on both sides is equal. All the lockers shall be provided with roller shutters properly sealed for water and dust ingress. All the doors of the lockers shall be fitted with automatic switches activating the light as soon as the door is opened and also activating the warning light in Drivers cab.	
17	<b><u>MIDSHIP MOUNTED FIRE FIGHTING PUMP - WATER MONITOR – WATER TANK:</u></b>	
17.1	A mid-ship mounted centrifugal fire pump driven by vehicle's PTO shall be provided. Pump shall be made in corrosion proof light alloy or equivalent material c/w automatic priming system.	
17.2	N° 1 pump suction diam. Minimum 4“, and n° 2 outlets diam. 2 ½” c/w BSS coupling shall be provided in the pump compartment.	
17.3	Pump minimum capacity 2700lpm at 10bar.	
17.4	Pump control panel shall include at least the following controls:	
(a)	- Medium pressure manometer	
(b)	- Vacuometer	
(c)	- Pump hour counter	
(d)	- Hand throttle control	
(e)	- Engine re-start control	
(f)	- Engine oil pressure gauge	
17.5	Electrically operated monitor attached to the ladder head or in the rescue cage shall be provided with standard 63 mm. BIS male coupling.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
17.6	The output of the monitor shall not be less than 1800 LPM at 10 bar and throw range shall be approx 40 mtrs.	
17.7	The monitor can be moved vertically upward and downward up to -100 to + 700. The horizontal movement up to 300 left side and right side.	
17.8	The monitor shall be fed with water through nylon delivery hose of 63 mm internal dia. meter of 55mtrs. in length with suitable male and female couplings.	
17.9	<b><u>WATER TANK</u></b>	
(a)	Minimum capacity shall be 1.400 litres. Tank shall be made of High corrosion resistance material (e.g. GRP – stainless steel). Location of the tank shall be behind the cabin on the podium in order to allow turntable free rotation without interferences. Fixing shall be elastically by means of “Silent block” joints, to prevent the mutual transmission of torsional shocks.	
(b)	Equipment: _ n.1 pump/tank filling connection (tank filling using the fire pump);	
(c)	_ n.2 tank filling (hydrant filling) pipe complete with Ø 2 ½” couplings chain, cap, and control valve, one on each left/right side;	
(d)	_ n. 1 draining device;	
(e)	_ Overflow pipe combined with over/under pressure safety device;	
(f)	_ n. 1 manhole for internal inspection with stainless steel cover, nominal Ø 500 mm;	
(g)	_ Anti-surge baffle-plates;	
(h)	_ Anti-swirl plate, preventing the formation of a whirlpool during suction;	
(i)	_ Electric level indicator, on the pump panel.	
18	<b><u>INTER COMMUNICATION SYSTEM:</u></b>	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
18.1	There shall be fully transistorized talk back inter communication system fitted between turntable and the cage.	
18.2	The system shall be combined microphone and loudspeaker for hands free operation and shall be located in the cage. The turntable control station is also equipped with microphone, which shall be integrated in the loudspeaker with volume control.	
19	<b><u>ELECTRIC SYSTEM:</u></b>	
19.1	The electrical supply shall be taken from the vehicle batteries, which are kept charged when the engine is running. Voltage of the system shall be 24 V DC and all circuits shall be provided with specific fuses depending on the current consumption of that circuit.	
19.2	When the P.T.O. is switched on, yellow flashing warning lights located at each outrigger and ladder set pivoting point shall automatically be switched on.	
19.3	Two rotating beacon lights shall be provided on each side of the drivers cab roof with Amber color lens and the rear of the vehicle on the ladder set. The switch for switching the beacons on and off with suitable signal light shall be integrated in the control panel of siren cum public address system. The beacon light shall be either Bosch or Hella make.	
20	<b><u>SIREN AND PUBLIC ADDRESS SYSTEM:</u></b>	
20.1	There shall be an electric siren unit fitted on the roof of the vehicle cabin or at a suitable place with the control unit mounted conveniently inside the driver cabin. It shall have the fast (yelp) and slow (wail) sound modes with integrated switch for rotating beacon lights.	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
20.2	Command microphone, which is fitted with push-to-talk switch, allows the public address message to override the siren function. Operations are controlled by non-glare illuminated push buttons of different colors on control panel shall be provided.	
21	<b><u>PAINTING:</u></b>	
21.1	Before painting all surfaces of steel structures shall be carefully shot blasted after which they shall be primed and then applied the coat of approved paint. All the	
21.2	The following Paint shades shall be used:	
21.2.3.1	Working cage & ladder sets: Light grey RAL 7035	
21.2.3.2	Ladder support, Turntable and related Cylinders: Red RAL 3000	
21.2.3.3	Body work including cabin: Red RAL 3000	
21.2.3.4	Chassis frame touch-ups: Chassis original tone	
21.4	Fire brigade name and logo shall be provided in suitable positions on the vehicle	
22	<b><u>ACCESSORIES:</u></b>	
22.1	Wooden outrigger ground pads/ plates with brackets - 4 Nos	
22.2	Working range diagrams, at turntable & in the cage - 2 Nos	
22.3	Marking of safe working load in the cage - 1 No	
22.4	Unit type marked on the ladder - 2 Nos	
22.5	Warning labels and instruction plates - 1 set	
22.6	Operation and maintenance manuals for TTL and Chassis - 2 sets	
22.7	Plug for 220 V power supply at the working cage - 3 Nos	
22.8	Plug for 380 V power supply at the working cage - 1 No	
22.9	Lifting hook under the first ladder set of capacity 2000 kg - 1 No	
22.10	Swiveling stretcher support c/w suitable folding stretcher To be installed on the cage when needed - 1 No	
22.11	Power generator 8 Kva capacity 220 Volt - 1 No	
22.12	Delivery hose dia 2 ½” with STORZ/BSS coupling	

S.NO	TECHNICAL SPECIFICATIONS	MANUFACTURER RESPONSE
	55m length - 2 No	
22.13	Set of tools & accessories required for the repairs & maintenance of TTL, chassis, & other systems - 1set	



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE DIRECTOR, CM (FB & ENV.)**  
**MUNICIPAL SERVICES DEPARTMENT**

Hall # CL-202, 2<sup>nd</sup> Floor, Left Wing, Civic Centre, Gulshan-e-Iqbal, Karachi  
 Tele / Fax: 021-99232426

**PRICE SCHEDULES**

**SUBJECT: UPGRADATION OF FIRE SERVICES FOR HIGH RISE BUILDING (KMC)**  
**[SUPPLY OF 2 UNITS OF TURNTABLE LADDER 55 METERS (+ 5 METERS) WITH 2YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 04 OPERATORS FOR 24/7 OPERATIONS]**

S.NO	DESCRIPTION	QTY	RATE PER UNIT (LANDED COST) (IN RS.)	AMOUNT( LANDED COST) (IN RS.)
1.	Upgradation of Fire Services for High Rise Building (KMC) [Supply of 2 units of Turntable Ladder 55 Meters (± 5 Meters) with 2years Maintenance with Spares, Manufacturer Warrantee, O&M Training, 04 Operators for 24/7 Operations]	02		
			Grand Total of Landed Cost (IN RS.)	

Total Bid Amount in Words: Rs. \_\_\_\_\_

Checked & Verified by: \_\_\_\_\_

I/We quoted the price schedule and bound ourselves to comply all terms and conditions of this contract with all existing rules and regulations of KMC and I have attached an Bid Security in shape of Pay Order / Bank Guarantee \_\_\_\_\_ No. \_\_\_\_\_  
 (Pay Order / Bank Guarantee)

Dated \_\_\_\_\_ issued from \_\_\_\_\_

Amounting Rs. \_\_\_\_\_ in favour of Karachi Metropolitan Corporation (KMC)

**Signature of Bidder with Stamp**

**UPGRADATION OF FIRE SERVICES FOR HIGH RISE BUILDING (KMC)**  
**[Supply of 2 units of Turntable Ladder 55 Meters (± 5 Meters) with 2years Maintenance with Spares, Manufacturer Warrantee, O&M Training, 04 Operators for 24/7 Operations]**

**ELIGIBILITY CRITERIA**

The evidence / documents for the following minimum qualification / eligibility criteria will be checked during opening process of tender prior to technical & financial evaluation & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

**Eligibility Criteria**

1. Valid NTN Certificate
2. Valid Sales Tax Registration / Valid SBR Certificate (**whichever is applicable**).
3. Valid Professional Tax.
4. Income Tax Return for last 05 years
5. Externally Audited Balance Sheet of Bidder
6. Bid must be valid as mentioned in Bidding Data.
7. Completion Period offered is within specified limit.
8. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
9. All rates quoted including the total amount of the bid shall be in figures & words (both).
10. All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.
11. The bid shall be properly signed, named & stamped by the 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.
12. Bidder shall be the Sole Local Authorized Agent of the Manufacturer within Pakistan and have authority letter from manufacturer to participate in this bid (KMC has right to approach concerned Embassy / Consulate Office or the Manufacturer directly for verification of any documents or evidences shown).
13. Participation as a Single Firms or their Joint Venture as per Pakistan Engineering Council (PEC) Conditions is allowed. In case of JV, a JV Agreement shall must be attached.
14. Bidder shall provide a Clause by Clause Compliance Report of Technical Specification.

Those bids which will meet all Eligibility Criteria shall be declared as “Substantial Responsive Bids” and these bids will be allowed for its further technical evaluation based on Evaluation Criteria as attached with the bid documents. Those bids which will be substantially responsive & will meet the minimum marks in technical evaluation will be declared as “Responsive Bid”.



<b>SN</b>	<b>DESCRIPTION</b>			<b>TOTAL MARKS</b>
	d.	Over Rs. 300.0 Million	20	
3.		<b>Income Tax Return of Bidder</b>		
	a.	Last Year	01	<b>05</b>
	b.	Last 05 (continuous) Years	02	
	c.	Last 08 (continuous) Years	05	
4.		<b>Externally Audited Balanced Sheet of Bidder</b>		
	a.	Last Year	01	<b>20</b>
	b.	Last 03 (continuous) Years	10	
	c.	Last 05 (continuous) Years	20	
<b>Sub-Total (Part – B)</b>				<b>55</b>
<b>PART – C (Technical Compatibility of Firm Manufacture for the said Specific Job)</b>				
1.		<b>After Sales Facilities</b>		
	a.	In Karachi	10	<b>10</b>
	b.	Outside Karachi but within Pakistan	05	
2.		<b>Having Specialized Certification</b>		
	a.	Valid ISO (Chassis)	03	<b>10</b>
	b.	Valid ISO (Super Structure)	03	
	c.	Product Service Certificate (like EC Type Examination Certificate)	02	
	d.	European or Its Equivalent Standard Matching / Harmonizing Certificates	02	
3.		<b>Technical Matching to Technical Specification as per Tender Documents:</b>		
	a.	Above 90% matching	15	<b>15</b>
	b.	Above 80% & upto 90% matching	10	
	c.	70% to 80% matching	05	
<b>Sub-Total (Part – C)</b>				<b>35</b>
<b>GRAND TOTAL (PART A+B+C)</b>				<b>125</b>

**NOTE :** i) Those who will obtain more than 70% marks shall be declared as technically qualified/ responsive firm.

ii) Please attach all necessary documents as evidence for evaluation purpose & to prove the scoring. The supplementary documents shall be enclosed by the bidder along with signature & stamp on each page from the bidder. No paper without signature & stamp not be considered in evaluation.

**Note:**

**COMPARISON:** The bidders are to provide a comparative chart clearly showing the specifications as per tender. Any deviation must be highlighted and justified.

**COMPLIANCE STATEMENT:** The bidders are to provide a clause by clause

compliance statement. Any deviation must be highlighted and justified.

Any Technical Bid without comparative chart & compliance statement will be rejected without any further notice.

## **METHOD OF PROCUREMENT USED**

### **46. PROCEDURES OF OPEN COMPETITIVE BIDDING**

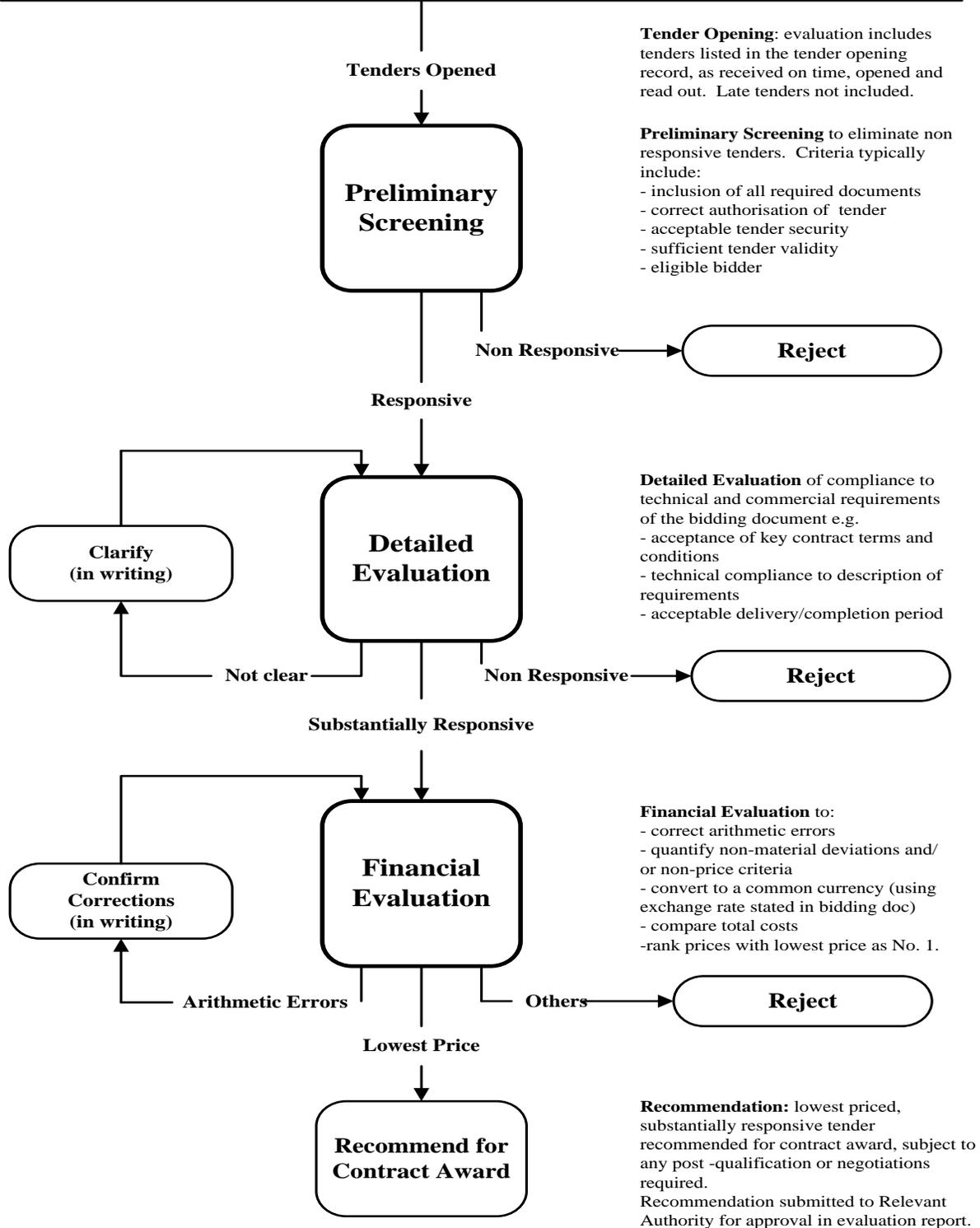
#### **(2) SINGLE STAGE – TWO ENVELOPE PROCEDURE**

- (a) bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) 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;
- (f) no amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (h) financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and
- (i) bid found to be the lowest evaluated or best evaluated bid shall be accepted.

**SINGLE STAGE - TWO ENVELOPES PROCEDURE**

**(STEP – BY – STEP METHODOLOGY)**

**Evaluation Procedure for Goods, Works and Routine Services**



## **SINDH PUBLIC PROCUREMENT RULES 2010**

### **COMPLIANCE OF SPPRA RULES 2010 (Clause # 21)**

#### **Contents of Bidding Documents**

SN	DESCRIPTION	PAGE NO.
a)	Letter of invitation for bid.	79 - 80
b)	Data Sheet containing information about the assignment (Bidding Data).	18 - 20
c)	Instruction for preparing bids.	05 - 17
d)	Amount and manner of payment of bid security and performance guarantee (where applicable).	9 , 16
e)	Manner and place, date and time for submission of bidding documents.	19
f)	Manner, place, date and time of opening of bids.	19
g)	Method of procurement used	Annexure “E”
h)	A detailed and unambiguous evaluation / minimum qualification criteria	Annexure “D”
i)	Terms and Conditions of the contract agreements, as far as already known by the procuring agency.	37 - 54
j)	Terms of Reference and Technical Specifications of goods, works or services to be procured, subject to Rule 13.	Annexure “B”
k)	Manner in which tender price is to be assessed and computed including information about tax liability.	08 , 39
l)	Currency in which tender price is to be formulated and expressed.	08
m)	Bid validity period.	09 - 10
n)	A copy of integrity pact to be signed by the parties (where applicable i.e.Rs. 10 (M) or above).	35 - 36