

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH

Ground Floor Sindh Secretariat Building No.5 Tughlaq House Kamal Attaturk Avenue, Karachi Tele / Fax: 021-99212314

No. DD/69P/4346/2016

Dated: 27/x 126/6

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^{NO} 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/.	PD/LGP/ FB/001 /15-16	Upgradation of Fire Services for High Rise Buildings (KMC) SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS	Offer Rate	1% of the Bid Price	Rs. 3,000/-	As per attached in Annexure "D" in Tender Document (Technical Offer)

TERMS & CONDITIONS

1. Tender schedule shall be as follows:

SCHEDULE	DATE & TIME	VENUE
Receiving of Application & Issuance of Tender	From 03.11.2016 To 28.11.2016 During Office Hours	Office of the Director Accounts (Project), ST-04, Block-3 Scheme-5, Clifton, Karachi
2. Dropping of Tender	30.11.2016 at 2:00 p.m	Office of the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton, Karachi
3. Opening of Tender	30.11.2016 at 2:30 p.m	Office of the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton, 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 in favour of PD, Local Government Projects for tender cost as mentioned above. In other, case the tender documents can be downloaded from SPPRA website as well as PD, LGPs 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.
- 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 <u>PD, LGPs</u> till evaluation of technical offer.
- The tender in sealed cover superscripted with the name of supply should be dropped in the tender box kept Office of the Director Accounts (Project). ST-04, Block-3 Scheme-5. Clifton. Karachi
- 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. <u>Bid Security: -</u> Bid Security as mentioned above in shape of pay order or bank guarantee (on specified Performa) in favour of <u>PD</u>, Local Government Projects 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. PD, LGPs 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 Existing SPP Rules.

PD, Local Government Projects, Local Government Department

Not to be Published

Director Advertisement, Information Deptt., Government of Sindh

Enclosed 10 Copies with a request to publish at least (03) widely circulated dailies newspapers of Urdu, English & Sindhi each in compliance of SPP Rule 2010 (Amended 2013).

Director (CB) SPPRA

With a request to upload in SPPRA (Authority) Website (a soft copy of NIT as well as Tender Document is enclosed).

Incharge (Website), LG Department, Govt. of Sindh

With a request to upload on the LG Department Website (a soft copy of NIT as well as Tender Document is enclosed).

C.C to:-

- 1. The Secretary, Local Government Department, GOS, Karachi
- 2. PS to Minister Local Government, Karachi
- 3. The Municipal Commissioner, KMC
- 4. Office File

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT **GOVERNMENT OF SINDH**

Address Ground Floor, sindh Secretriate Building No.05, Tughlaq House Kamal Attaturk Avenue, Karachi Phone No.021-99212314

No.P.D./2.G.P./G.o.S./49/16

Date 1-04-11-2016

ORDER: -

SUBJECT: SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS].

In compliance of clause-7 of SPPRA Rules 2010 and in supersession to previous orders, following Procurement Committee is hereby constituted:

1.	Raheem Bux Shaikh Chief Engineer, (Mega Projects) LGD	>Chairman
2.	Mr. Sohail Ahmed Project Director (FB), MS, KMC	Member
3.	Mr. Naveed Izhar Executive Engineer Transport Communication Department, KDA.	Member

TOR OF THE COMMITTEE

- To act as per Rule- 7 / 8 with Rule 17, 18, 19 & 45 of SPP Rules 2010 regarding Invitation of Tender & its opening including following Functions and Responsibilities:
 - Vetting of Prepared Bidding Documents.
 - Carrying out technical as well as financial evaluation of the bids.
 - Preparing Evaluation Report as provided in Rule 45 of SPPRA.
 - Making recommendation for the award of contract to the Competent Authority.
 - Perform any other function ancillary and incidental to the above with the permission of Competent Authority).

Project Director **Local Government Project**

Copy forwarded for information to:

- 1. Secretary Local Government Department.
- Commissioner Karachi.
- All Procurement Committee Members.
- Office copy / Master File.

LG/DG/MAT/AD-U/28/(IGE-Famely) TITE/,
GOVERNMENT OF SINDII
*LOCAL GOVERNMENT & HTP DEPARTMENT

Karachi, date I the 25-05-2016

NO.

Subjecti

CONSTITUTION OF COMPLAINT REDRESSAL COMMITTEE (C.R.C.)
FOR THE WORK EXECUTED UNDER THE PROJECT DIRECTOR.
LOCAL GOVERNMENT PROJECTS.

A Complaint Redressal Committee comprising the following officers is hereby notified in complaints of Rule 31(2) on SPP Rules 2010, the Committee will address the complaints of bidders that may occur during the preservement proceedings as per procisions of pule 31 of SPP Rules 2010:

1. Mr. Niaz Ahmed Soomro

Chairman / PD Local Govt. Project

Secretary Local Government & ITTP Dept.

2. Mr. Riaz Ahmed Memon

Account (Office)
(Member | Secretary)

3. Mr. Javed Chundrigar

Independent Professional

Distribution:-

All incumbents

C.C. to:

1. Special Secretary, Govt. of Sindh

2. Administrator, KMC

3. Municipal Commissioner, KMC

4. Chief Engineer, Local Government Project

5. Sindh Public Procurement Regularity Authority (SPPRA)

MEGA SCHEMES FOR KARACHI CITY PROVINCIAL

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OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH

Address: Ground Floor, Sindh Secretariat Building No.5, Tughlaq House Kamal Attaturk Avenue, Karachi.
Phone No.021-99212314

No.

Dated:

CORRIGENDUM

Subject:

EXTENSION OF DATE FOR SALE OF TENDER DOCUMENTS

FOR THE WORK OF "UP-GRADATION OF FIRE SERVICES

FOR HIGH RISE BUILDINGS (KMC)".

Reference:

NIT # PD/LGP/4346/2016 Dated: 27-10-2016

The date for sale of tender documents for the above referred NIT which was published in Daily DAWN alongwith other newspapers has been extended / rescheduled as under:

SCHEDULE	DATE & TIME	VENUE
Receiving of Application & Issuance of Tender	From 07-11-2016 To 28-11-2016 During Office Hours	Office of the Director Accounts (Project), ST-04, Block-3, Scheme-5, Clifton Karachi.

The Tender Document will be issued to the firm on submission of application in their original Letter head along with Pay order In favour of Project Director Local Government Project (GOS).

Bid security as mentioned in the NIT in shape of Pay order / Bank Guarantee in favour of Project Director Local Government Project (GOS) shall be enclosed with technical offer envelop.

The date of dropping and opening as well as other terms & conditions, time and venue will remain same.

Project Director Local Government Project

Not to be Published:

Director (Information Department), (w.r.t. advertise in the newspapers)

Enclosed 10 Copies with a request to publish in not more than three (03) widely circulated leading dailies newspapers of English, Urdu and Sindhi.

Director (CB) SPPRA GOS

With a request to upload on SPPRA (Authority) Website & issue ID Number.

C.C. to:-

- 1 Secretary Local Government Department, GOS
- 2 PS to Minister Local Government, GOS.
- 3 Municipal Commissioner, KMC



OFFICE OF PROJECT DIRECTOR, LOCAL GOVERNMENT DEPARTMENT PROJECT, GOVERNMENT OF SINDH

SINGLE STAGE - TWO ENVELOPES PROCEDURE Based on SPP Rule 2010 (Amended 2013)

FINANCIAL OFFER

NAME OF SCHEME:

UPGRADATION OF FIRE SERVICES FOR HIGH RISE BUILDING (KMC)

[SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS

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Estimated	Cost:- Offer Rate	Tender Cost:	Rs.3,000/-
Time Limit	:- 12 Months	Penalty	0.1% / Per Day (As per Clause 7.4 of Contract Data)
To be Open	ed on:- 30.11.2016	Validity of Tender:	90 Days (Extendable further 90 Days)
	This document is as per SPPRA Standardized Document effective.	Existing Bidding	Project Director,
	Marie e responsable programme and the representation of sold and anti-	A Charles - Company of the State of the Stat	Local Government Deptt.,

Project, Govt. of Sindh

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	Chief Fire Offices
78	Chief Cricade KMQ
	Fire Dilla

Dated: 19-04-2016



OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH

Ground Floor Sindh Secretariat Building No.5 Tughlaq House Kamal Attaturk Avenue, Karachi Tele / Fax: 021-99212314

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

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 2ND 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 Contrastee in Assour 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.	PD/LGP/ FB/001 /15-16	Upgradation of Fire Services for High Rise Buildings (KMC) SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES MANUFACTURER WARRANTEE O&M TRAINING 02 OPERATORS FOR 24/7 OPERATIONS	Offer Rate	1% of the Bid Price	Rs. 3,000/-	As per at Annexure Tender (Technical C	tached in "D" in Document Offer)

TERMS & CONDITIONS

1. Tender schedule shall be as follows:

SCHEDULE	DATE & TIME	VENUE
Receiving of Application & Issuance of Tender	From 03.11.2016 To 28.11.2016 During Office Hours	Office of the Director Accounts (Project), 81-01, Block-3 Scheme-5, Clifton, Kurachi
2. Dropping of Tender	30.11.2016 at 2:00 p.m	Office of the Chief Engineer (Project), \$1-04, Block-3 Scheme-5, Clifton, Karachi
3. Opening of Tender	30.11.2016 at 2:30 p.m	Office of the Chief Engineer (Project), 81-04, Block-3 Scheme-5, Clifton, 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 in favour of PD, Local Government Projects for tender cost as mentioned above. In other, case the tender documents can be downloaded from SPPRA website as well as PD, LGPs 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.
- 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 PD, LGPs till evaluation of technical offer.
- The tender in sealed cover superscripted with the name of supply should be dropped in the tender box kept Office of the Director Accounts (Project), ST-04, Block-3 Scheme-5, Clifton, Karachi
- 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 PD, Local Government Projects shall be enclosed as follows: -
 - Rs. 1,000,000/- shall be enclosed with Technical Offer Envelope as part of Bid Security. Otherwise the bid will not be evaluated.
 - (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
 - e) This Bid Security will be retained till finalization of the case.
- Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who
 report canvassing will liable for rejection.
- PD, LGPs 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 Existing SPP Rules.

Sd/= PD, Local Government Projects, Local Government Department



OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH

Ground Floor Sindh Secretariat Building No.5 Tughlaq House Kamal Attaturk Avenue, Karachi Tele / Fax: 021-99212314

PRICE SCHEDULES

SUBJECT:

UPGRADATION OF FIRE SERVICES FOR HIGH RISE

BUILDING (KMC)

[SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS[

RATE PER UNIT

Upgradation of Fire Services for High Rise Building (KMC) [SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS] Total Bid Amount in Words: Rs. Checked & Verified by: I/We quoted the price schedule and bou of this contract with all existing rules and regulated Security in shape of Pay Order /		Grand Total of Lac Cost (IN RS.)		
Checked & Verified by: I/We quoted the price schedule and bot of this contract with all existing rules and regularity.		Cost (IN RS.)		
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	ınd oui	rselves to comply	all term	is and conditions
Bid Security in shape of Pay Order /	lations	of Govt. of Sind	dh and I	have attached an
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			(Pay C	Order / Bank Guarantee)
Datedissued from				
Amounting Rs.		in favour of	Project	Director, Local

Signature of Bidder with Stamp

Shief Fire Officer Fire Brigade KMQ



OFFICE OF PROJECT DIRECTOR, LOCAL GOVERNMENT DEPARTMENT PROJECT, GOVERNMENT OF SINDH

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 ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE)
OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH
SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR
24/7 OPERATIONS]

Estimated Cost:-	Offer Rate	Tender Cost:	Rs.3,000/-
Time Limit:-	12 Months	Penalty	0.1% / Per Day (As per Clause 7.4 of Contract Data)
To be Opened on:-	30.11.2016	Validity of Tender:	90 Days (Extendable further 90 Day

Note: This document is as per Existing
SPPRA Standardized Bidding
Document effective.

Project Director, Local Government Deptt., Project, Govt. of Sindh

Paid Challan No.
Dated
Bank:

Chieffire Office

Signature & Stamp of Issuing Authority

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INSTRUCTIONS TO BIDDERS

&

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 Agencyl) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Worksl).

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 propriate category for value of works.

Provided that the works costing Rs. 2.5 million or less all the require any registration with PEC.

- b) duly pre-qualified with the Douring Agency. (Where required in the event that prequalification of potential bidders has become undertaken, only bids from prequalified bidders will be considered for away of Contract.
- information and den ments not limited to following
 - (i) On Lany profile
 - works of similar natural arxi size for each performed in last 3/5 years;
 - (iii) construction juipments
 - (iv) site management;
 - (v) financial statement of last 3 years;

(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
 - 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.

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- 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 quarries 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 scaled, 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 —ORIGINALI and —COPYI 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, Medification & 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.

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- (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 Practicel 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 Practicel 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

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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 Not withstanding 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 Acceptancel) 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 Rupces 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

Project Director, Local Government Deptt, Project, Govt. of Sindh Brief Description of Works

Upgradation of Fire Services for High Rise Buildings (KMC)

[SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS]

5.1 (a) Procuring Agency's address:

Office of the Director Accounts (Project), ST-04, Block-3 Scheme-5, Clifton Karachi Telephone: +92-21-99212314

(b) Engineer's address:

Office of the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton Karachi Tele: +92-21-99212314

- 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:
 - 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 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 the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton Karachi Telephone: +92-21-99212314

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.				
[SUPPLY C MINIMUM MANUFAC	Upgradation of Fire Services for High Rise Buildings (KMC) [SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS]			
То:				
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			
	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. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of			
	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.			

of figures or arra	relate that the Bid is n ingement with any oth	nade without any oner person or person	collusion, cor ons making a	nparison a bid fo
Dated this	day of	20		
				,•
in the capacity of	duly authoriz	zed to sign bid for	and on behal	fof
(Name of Bidder in Block (Seal) Address	(Capitals)		EC	
Witness:	H =	8		
(Signature)	130			
Name:		-	- a	
Address:				·

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[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

Sr. No.	<u>, j</u>	Page No.
1.	Preamble to Schedule of Prices	26
2.	Schedule of Prices	29
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Q	uantities (BOO)

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 System International 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



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



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 OF PRICES - SUMMARY OF BID PRICES (Sample)

BILL NO	DESCRIPTION		TOTAL AM	OUNT (Rs)
	(A) Building Work			
1	Civil Works			
2	Internal sanitary and water supply			
3	Electrification			
4	External Development works			
5	Miscellaneous Items			
	(B) Road Work			
1	Earthwork		F:	
2	Hard Crust and Surface Treatment			
3	Culverts and Bridges		4):	54
4	Miscellaneous Items	97.		
	(C) Public Health Engineering Works.			Et .
1	Earth Work			401
2	Subsurface Drains		54 	2.4*77
3	Pipe Laying and Man holes	-	G C	
4	Tube Wells, Pump Houses	Î	1	
5	•			
6	Compound Wall			
	Miscellaneous Items			*
	ži.		芸	
			24 1746	
	9c ¥			
		3		
			400	
				3
	¥		*	8
4	Total Bid Price (The amount to be entered in Pa	ragraph	1 of the Form of	f Bid)
	(In Words)			



SCHEDULE OF PRICES

BILL NO		DESCRIPTION	Quantity	Unit Rate (Rs)	TOTAL AMOUNT (Rs).
1	I.	Civil Works			
2		÷			
	II.	Internal Sanitary and Water Supply			
1					
2					
3					
	III.	Electrification			
1 2 3					
	IV.	External Development Works		5	
1 2 3			0.	3	
	V.	Miscellaneous Items		*	
1 2	٠.				16
3					
					-
		(to be carried to Summary of I Deduct the percentage quoted		on the prices of	items based on
		osite Schedule of Rates.	don't rotton (in the prices of	

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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.



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.



(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:		7.6
	[name of Contractor] hereby declares that it ha	as not obtained
or induced the procurement of	any contract, right, interest, privilege or other	r obligation or
benefit from Government of Sir	ndh (GoS) or any administrative subdivision or	agency thereof
or any other entity owned or cor	ntrolled by it (GoS) through any corrupt busines	s 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 time 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]

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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 assignce.
- 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

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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

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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

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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;
- 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;
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

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- 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
- 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 Maintenances 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 is community amount paid previously; and a cable
- b) will be 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

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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.

Chief Fire Officer

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.

Chief Fire Office Ring

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 the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton Karachi

Telephone: +92-21-99212314

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

Chief Fire Officer, Fire Brigade Department, KMC, through Project Director, Local Government Department Project, Government of Sindh.

Tele: 99212314

- 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

Chief Fire Offices

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

Chief Fire Officer, Fire Brigade Department, KMC through Project Director, Local Government Department Project, Government of Sindh

Tele: 021-99212314

4.4 Performance Security:

Amount 2% 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 1/5th 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 (Applicable) (details), or
 - ii) Lump sum price with schedules of rates _____N/Λ____ (details), or
 - iii) Lump sum price with bill of quantities _____N/A___(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 N/A (details), or/and
 - v) Cost reimbursable N/A (details)
 - Percentage of retention*: Eight (8%)
- 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

11.3

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

Chief Fire Offices

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

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STANDARD FORMS

FORM OF BID SECURITY

(Bank Guarantee)

	Guarantee No.
	Executed on
(Letter by the Guarantor to the Procuri	ing 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 PRES	ENTS, that in pursuance of the terms of the Bid and at the
request of the said Principal, we the G	uarantor above-named are held and firmly bound unto the
	, (hereinafter called The —Procuring Agencyl) in the
sum stated above, for the payment of	which sum well and truly to be made, we bind ourselves,
	and successors, jointly and severally, firmly by these
presents.	
THE CONDITION OF THIS OBLIGA	ATION IS SUCH, that whereas the Principal has submitted
	dated as above for
(Particulars of Bid) to the said Procurir	
	s required as a condition for considering the said Bid that
	rity in the above said sum to the Procuring Agency,
conditioned as under:	
(1) that the Bid Security shall rema	in valid for a period of twenty eight (28) days beyond the
period of validity of the bid;	
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	Offices 60
	Chief Fire Offices Fire Brigade KMO
	File Dira
¥	

- (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
 - 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:			5.6
1.			
Corporate Secretary (Seal)			
corporate occidary (ocar)			
2.			e5
(Name, Title & Address)		Corporate Gua	arantor (Seal)

Chief Fire Officed

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

	Guarantee No	
	Executed on	
	Expiry Date	
(Letter by the Guarantor to the Procuring Ag	ency)	
Name of Guarantor (Scheduled Bank in Paki	stan) with	0
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 PRESENT	ΓS, that in pursuance of the terms	s of the Bidding
Documents and above said Letter of Accept	ance (hereinafter called the Docum	nents) and at the
request of the said Principal we, the Guaranto	or above named, are held and firm! (hereinafter calle	a for the second of the
Agency) in the penal sum of the amount sta		
truly to be made to the said Procuring A administrators and successors, jointly and sev	Agency, we bind ourselves, our	2.
		, Tr.
THE CONDITION OF THIS OBLIGATION	IS SUCH, that whereas the Princi	pal has accepted
the Procuring Agency's above said Letter of A	Acceptance for	
(N	Jame of Contract) for the	
(Name	e 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

Chief Fire Offices

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.

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

Chief Fire Office KMQ

its governing body.

			61
		Guaranto	or (Bank)
		29	
1. Signature			
2. Name			
3. Title		-	
Witness:			
1			
Corporate Secretary (Seal)			
2	ž.		
- Land			
(Name, Title & Address)	Corporate Guar	rantor (Seal)	•

FORM OF CONTRACT AGREEMENT

THIS	S CON	TRACT AGREEMENT	(hereinafter called	the —Agreementl) made on	the ·
day	of	200 bet	ween	(hereinafi	ter called the
"Proc	curing A	Agency") of the one par	rt and	(hereinafter called the	"Contractor")
of the	e other	part.	=		
WHE	EREAS	the Procuring Agency i	is desirous that cert	tain Works, viz	should
be ex	ecuted	by the Contractor and	has accepted a Bid	by the Contractor for the	execution and
comp	oletion (of such Works and the re	emedying of any de	fects therein.	-
NOW	this A	greement witnesseth as	follows:		5.9
1.				shall have the same mea	nings as are
				of Contract hereinafter refer	
2.	The f	following documents af	ter incorporating ac	ddenda, if any except those	parts relating
	to Ins	structions to Bidders, sh	all be deemed to for	orm and be read and constr	ued as part of
	this A	Agreement, viz:		8	
	(a)	The Letter of Accepta	ince;		
	(b)	The completed Form	of Bid along with S	schedules to Bid;	
	(c)	Conditions of Contrac	et & Contract Data;	v.	F.
	(d)	The priced Schedule of	of Prices/Bill of qua	antities (BoQ);	
	(e)	The Specifications; ar	nd	ş)	
	(f)	The Drawings			No.
3.	In con	nsideration of the paym	ents to be made by	the Procuring Agency to t	he Contractor
	as her	einafter mentioned, the	Contractor hereby	covenants with the Procuri	ng Agency to
	execu	te and complete the W	orks and remedy	defects therein in conform	ity and in all
	respec	ets within the provisions	s of the Contract.		
4.	The I	Procuring Agency hereb	by covenants to pay	y the Contractor, in consider	eration 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			
		,	2		
	*	*			
(Seal)	4	(Seal)			
Signed, Sealed and Delivered i	n the presence of:				
Witness:		Witness:	¥		
(Name, Title and Address)	,	(Name, Title and A	ddress)		

MOBILIZATION ADVANCE GUARANTEE

	Guarantee No	
*	Executed on	Si
(Letter)	by the Guarantor to the Procuring Agency)	
WHEREAS the	(he	reinafter called
	red into a Contract for	
	(Particulars of Contra	nct), with
	(hereinafter called the Contractor).	-
AND WHEREAS the Procurin	g 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 Contra	ctor as per
provisions of the Contract.		
	Agency has asked the Contractor to furnish Guar formance of his obligations under the said Contrac	
AND WHEREAS	. (Sch	eduled Bank)
	or) at the request of the Contractor and in consid	
	make the above advance to the Contractor, has ag	
the said Guarantee.		
NOW THEREFORE the Guara	ntor hereby guarantees that the Contractor shall us	se the advance
for the purpose of above mention	oned Contract and if he fails, and commits default	in fulfillment
of any of his obligations for whi	ch the advance payment is made, the Guarantor sh	all be liable to
the Procuring Agency for payme	ent not exceeding the aforementioned amount.	
Notice in writing of any default,	of which the Procuring Agency shall be the sole a	nd 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.

C'I. Fire Offices

INDENTURE FOR SECURED ADVANCES.

This INDENTURE	made the	day of		20"
BETWEEN (hereinafter ca	alled "the Cont	ractor" which expression	on shall where the	context so
admits or implied be deeme	ed to include his	s heirs, executors, adm	inistrators and assi	gns) of the
one part and THE GOVER	NOR OF SIND	H (hereinafter called "	the Government" o	f the other
part).			^	
WHEREAS by an	agreement, da	ted (hereinafter calle	d the said agree	ment, the
contractor has agreed to perf	form the under-	mentioned works (here	inafter referred to	as the aid
work):-		/ 1	I AA	CO
(H	ere enter (the de	escription of the work	AIR PZ	97
	. 1	110	Alb L./I	JV
AND WHEREAS the contra	city has apple	ALA IN II	NA KII	
fe fe	OI SEL A LAS	o less of leasees	IV	
			4) on
he sensity a matsia Atlac	u e sabeli r ji	n and brought l	by him to the site	
world teat test of had	ı r e maleri	use in the construction	10 May 10	
		d for the finished wo		
		WHEREAS the Gover	A561	
o the Convactor the sum of R				
and other particulars of which	5			
igned by the contractor			. ,,,,,	٠.
	Fin R.Form.17.A			
on				
contained and the Governmet	nt has reserved	to itself the option of n	narking any further	advance
or advances on the security o	f other material	ls brought by the Cont	ractor to the site o	the said
works.				
		*		
NOW THIS INDENTURE				
onsideration of the sum of F	Rupees			

(Rs	on or before the execution of these presents paid to
the Contract	tor 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 hereinaf	ter collectively referred to as the said amount) the Contractor doth hereby assign unto
the Governm	nent 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 fi	urther sum or sums which may be advanced aforesaid shall be emaled.
contractor in	n or towards expending the execution of the aid words and of no other our asse
whatsoever.	
(2)	That the materials detailed in the Alana ing a sount Bis (3) which I we seen
Offered to	and accepted by high firm attaches carity of the solid amount are absolutely by
4 1	
the Countric	
absolu (1)	АТ ДИЛИТЕТ
	is own process of any kind and the contractor hereby
agrees whatste	and me, by Moremnify and save harmless the Government against all claims and materals a respect of which an advance has been made to him as aforesaid.
Whats 6 11	That the said materials detailed in the said Running Account Bill (B) and all other
(3)	Fin. R. Form No. 17-A
Materials or	n the security of which any further advance or advances may hereafter be made as
aforesaid (h	ereinafter called the said materials) shall be used by the Contractor solely in the
execution o	f 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
- payment, from the Government of the price payable to him for the said work are lived seems and provisions of the said agreement PROVIDED THAT if are intermediated by antisme made to the contractor on account of work done they on the occasion of each payment the Government will be at liberty of make are even from the Contractors. If for such payment by deducting there from in the wait: satilities chromotoperate provides the value for this purpose being determined in respect of which are the contractor in of the intermediate of the lateral of the contractor and the respect of the lateral of the intermediate of the lateral of the same and the rates at which the amount of the advance is able to the lateral of the lateral
- observation and respect of any of the terms and provisions of the said agreement or of these proteins 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	S	
	(Rs) and any further sum
or sums which may be advanced as afore	esaid and all costs charg	ges damages and expenses
payable under these present PROVIDED A	ALWAYS and it is hereb	y agreed and declared that
not withstanding anything in the said agree	ment and without prejudi	ice to the powers contained
therein if and whether the covenant for pa	syment and repayment he	creinbefore contained shall
become enforceable and the money owing s	hall not be paid to accord	ingly.

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 Provider that behalf contained in the said agreement, debiting the Contract which the trul cost of effecting such completions the amount dural to respect to a mentioned these presents and crediting the Contract covide the valle of two which had carried it can in accordance with the rate and agreement, debiting the Contract to with the valle of two which had carried it can in accordance with the rate and agreement, debiting the Contract to with the valle of two which had carried it can in accordance with the rate and the rate of the provided. If the rate and the rate of the carried in the rate of the rate of
- of the role is a single with the sale retain all the sums aforesaid repayable to the Government ender these presents and pay over the surplus (if any) to the Couractor.
 - 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.

1st Witness

2nd 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



OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH

Ground Floor Sindh Secretariat Building No.5 Tughlaq House Kamal Attaturk Avenue, Karachi Tele / Fax: 021-99212314

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 2ND 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 this pool of Pay Order or Bank Guarantee inc	Tender Costs	Control of the Contro
1	2	3 '	4	5	6	7
I.	PD/LGP/ FB/001 /15-16	Upgradation of Fire Services for High Rise Buildings (KMQ) [SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES MANUFACTURER WARRANTEE; O&M TRAINING 102 OPERATORS FOR 24/7 OPERATIONS	Offering and the control of the cont	ATTENDED TO THE BID PRICE	Rs. 3,000/-	As per attached in Annexure "D" in Tender Document (Technical Offer)

TERMS & CONDITIONS:

1. Tender schedule shall be as follows:

SCHEDULE DATE & TIME		VENUE			
Receiving of Application & . Issuance of Tender	From 03.11.2016 To 28.11.2016 During Office Hours	Office of the Director Accounts (Project), ST-04, Block-3 Scheme-5, Clifton, Karachi			
2. Dropping of Tender	30.11.2016 at 2:00 p.m	Office of the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton, Karachi			
3. Opening of Tender	30.11.2016 at 2:30 p.m	Office of the Chief Engineer (Project), ST-04, Block-3 Scheme-5, Clifton, Karachi			



- The tender documents will be issued to the firms on submission of application in their original letter head along with Pay Order in the prescribed amount in favour of PD, Local Government Projects for tender cost as mentioned above. In other, case the tender documents can be downloaded from SPPRA website as well as PD, LGPs 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 scaled envelope by PD. LGPs till evaluation of
- The tender in sealed cover superscripted with the name of supply should be dropped in the tender box kept
- Office of the Director Accounts (Project). ST-04, Block-3 Scheme-5. Clifton, Karachi a star public holiday by the 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.
- Substantially Responsive Bid:- A 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 P.D. Local Government Projects shall be enclosed as follows: -
 - 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.

+ :

PD. LGPs 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 Existing SPP Rules.

Sd/=

PD, Local Government Projects, Local Government Department

Terms of Reference [Scope of Work (Supply)]

Technical Specification

Source of fund

Provincial ADP 2016-17

Scope of Work (Supply)

Supply of One Unit of Hydraulic Aerial Platform (Snorkel Type) of Minimum 100 Meters with 2years Maintenance with Spares, in addition to Manufacturer Warrantee, O & M Training (10 Working Days), 02 Full Time Operators (12 hours each on the machinery for its 24/7 operations), arrangement of third party inspection (for import items) by Cotecna / SGS whichever is applicable plus following Documents (for both chassis & Super Structure):-

- Two sets Operation/Maintenance Manual.
- 2. Spare Parts Catalogue in Book shape or CD (Soft copy) form as applicable.
- 3. Price list of Spare Parts
- 4. Operatable Soft Wares to be used for maintenance purpose by KMC.

TECHNICAL SPECIFICATION

[SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE)
OF MINIMUM 100 METERS REACH FOR RESCUE & FIREFIGHTING PURPOSE

The Specification covers a hydraulic platform unit with minimum working height of 100 meter, built mount on Truck Chassis.

As a minimum requirement the design of operational stability and structural strength is based on criteria laid out in EN1777 or its equipment. Compliance with other norms and standards will be stated separately as applicable.

2. MAIN OPERATING DATA

	100 m
	102 m
4	30 m
	24 m
	,8 m
	- 500 kg
	3800 l/min
	360°
	4 m
	17 m
	2,55 m
	64 t

3. MAIN FRAME

The main load bearing element of the aerial device is the strong main frame which takes all the loads caused by the operation of the aerial.



The main frame is fixed onto the chassis frame with bolts in such a way that chassis performance and durability are maintained. The front fixing bolts are fitted with springs to allow the chassis frame beams to flex when the outriggers are fully down thus avoiding any stress concentration in the chassis beams.

The actual main frame is a fully welded steel structure providing high stiffness and thus maximum comfortability and operational safety.

3.1. STABILIZING SYSTEM

The stabilizing system consists of four hydraulically powered outriggers mounted in their housings in the main frame. Each housing is fitted with adjustable guides to provide smooth and accurate movement of the outrigger beam. The horizontal beam is a completely closed steel profile enclosing the hydraulic cylinder for the horizontal movement and the hydraulic hoses for the cylinder of the vertical movement thus completely protecting those devices from external damage.

The cylinder for vertical movement is mounted so that the piston rod is protected inside the vertical beam in order to avoid damages.

The H-type outriggers have been chosen for their ability to stabilize the vehicle from behind obstacles and to be placed on raised structures as necessary. Each vertical jack is fitted with self-aligning foot plate to distribute the load evenly and to allow operation on uneven ground.

The stabilizing system also includes a rear axle locking system in such cases where it is required for meeting the stability criteria.

All controls for the entire stabilizing system are located in dust and water proof locker at the rear of the vehicle. The automatic jacking with a control box assures that the outriggers are always visible to the operator.

In the middle of the control panel there are following additional control devices:

- starting of chassis engine
- stopping of chassis engine
- outrigger and outreach display with fault finding system
- operating hour and rpm-up gauge in the display
- switch for the battery driven back-up for the hydraulic system
- visual indicators for levelling of the vehicle (longitudinal and transversal)
- emergency stop
- controls for the automatic jacking

The locker containing outrigger controls is fitted with an automatically operating door switch and light for night operation.

3.2. BODYWORK AND EQUIPMENT LOCKERS

The frame for the bodywork is made of aluminium. The elements have been covered by non-slip aluminium plate strong enough to allow free movement of persons on it.

To provide easy access to decking from the ground level there are steps on both sides of the vehicle. Equipment lockers are made of aluminium profiles and aluminium plates and bolted onto decking element for easy removal if necessary. All lockers are litted with automatic switches activating the lights as soon as the door is opened and also activating the warning in driver's cab to indicate that all doors are not fully closed.

Chief Fire Offices

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4. BOOMS

There are three booms, of which the first and the second one are with telescopic extension providing direct movement. All booms move vertically, the first one up to an angle of approx. 85 degrees from the horizontal, the second one to a maximum of approx. 158 degrees from the first one, and the third one moves 90 degrees in relation to the second boom. The design provides an up-and-over capability of approx. 25 m.

The booms have been designed and welded to provide high durability and extreme accuracy. For high strength and minimum flexing of the boom sections only high tensile strength steels are used as load bearing structure.

The telescopic sections of the booms move synchronized i.e. there are no intermediate jerks when the extension / retracting is operated. All sections are fitted with adjustable guides to provide smooth and accurate movement.

Different maintenance objects are located well at hand either outside the boom or behind easily removable covers.

All booms are internally and externally primed and painted for long life span.

4.1. TURNTABLE

The turntable is a fully integrated steel structure. The centre post containing slip rings with double pins for electrical connections, 100 mm corrosion resistant water way and hydraulic pressure and tank lines allows continuous rotation of the turntable.



Rotation reduction gear with automatically operating braking system is installed at the turntable for easy maintenance and adjustment. The hydraulic motor powering the rotation movement is fitted directly into the gear for high reliability.

At the left hand side of the turntable there is the lower control station which rotates automatically with the turntable.

4.2. WORKING CAGE

The working cage is fixed to the booms with pivoting point about cage floor level to provide highest possible degree of versatility. The cage is made of aluminium profile, welded together. The dimensions of the working cage are 1,15 m (length) x 2,2 m (width) x 1.1 m (height) and it is fitted with two inward opening doors located at the rear right side and left side to enable safe access to the cage in travelling position. The top railing is part of the left side cage door so entering into the cage without bending oneself is possible. The rescue entrance is located in the front and top railing can be moved to the side for safe and easy access. There are four fitments for safety harnesses in the working cage. Safe working load is 500 kg when no water is discharged.

4.3. WORKING CAGE LEVELLING

The working cage is kept horizontally levelled in any position of the booms including the travelling position which makes it possible to the firemen to enter the working cage before the booms are lifted. This feature makes it possible to start the operation without loosing valuable time by taking the cage onto the ground first.

The levelling system is controlled by an automatic horizon monitoring device with two fully automatic and independent safety circuits in case of an uncontrolled



levelling failure. There is a master switch for the automatic levelling system, thus it can be isolated and the manually controlled system activated.

The levelling movement is powered by a hydraulic cylinder connected to a mechanical linkage for transmitting the movement.

4.4. WORKING CAGE SLEWING

The working cage can be turned 50 degrees to each side from its centre position to provide safety and comfortability in rescue operations. The movement is powered by a hydraulic cylinder with controls in the working cage and at the turntable control panels. The centre position of the cage is indicated by a visual indication at both control panels.

4.5. FOLD-DOWN RESCUE PLATFORM

At the front of the working cage there is a rescue platform with safety railing to provide additional safety during rescue and fire fighting. The dimensions of the rescue platform are 1,36 m x 0,5 m.

4.6. INTERCOM

There is a fully transistorized talk-back intercom system fitted between the turntable and the cage.

The combined microphone and loudspeaker for hands free operation is located in the cage. The turntable control station is also equipped with microphone which is integrated into the loudspeaker.

5. HYDRAULIC SYSTEM

Hydraulic power is provided by axial piston pumps, which is driven by the vehicle power take-off. The power need is about 100...120 kW depending on the size of the unit.



Without any operation of the aerial device, the pump rotates on minimum flow and minimum pressure. When one of the movements is operated the control valve automatically increases the pressure to a pre-set constant level and the oil flow to the amount that is needed for the movements activated.

Thanks to this method the loss of power in the hydraulic system, which normally causes overheating of the hydraulic oil, can be avoided and also the stresses caused to the vehicle transmission and P.T.O. system are minimized. At the same time fuel consumption and exhaust emissions are kept at the minimum.

By operating several movements simultaneously the oil flow will increase automatically according to the need in the system thus making all movement speeds independent on each other.

The constant pressure system with max. pressure setting prevents overloading of the system and its components e.g. cylinders.

Inside of the turntable and at the lower valve compartment there are instant couplings for the manometer in each pressure line. The manometer is fitted as standard equipment.

The filtration of the oil consists of suction strainer in the suction line, pressure filters with visual indicators in each pressure circuit, return filter in return line and air filter on the reservoir thus providing maximum reliability by protecting the hydraulics against foreign particles.

The hydraulic cylinders are hard chrome-plated piston rods and they have been fastened by means of self-aligning ball bearings to prevent lateral forces from damaging the seals or piston rods of the cylinders.

Hydraulic oil tank is mounted at the top of the main frame. The tank is fitted with oil level gauge, temperature gauge, suction connections with closing valves for easy maintenance and draining outlet with closing valve.

5.1. BACK-UP FOR THE HYDRAULIC SYSTEM

There is a battery driven hydraulic pump which provides an independent means of power in case of failure of the main engine. The system can be started from all control panels thus providing an immediate back-up in a case of a failure at an intense fire or similar immediate emergency.

There is also an independent combustion engine driven system for complete operation of all boom and outrigger movements with slow speed.

6. ELECTRIC SYSTEM

The electric supply is taken from the chassis battery which is kept charged when the engine is running. Voltage of the system is 24 V DC and all circuits have been fitted with their specific fuses. When the main current is switched on, yellow flashing warning lights located at each outrigger boom pivoting point and underneath of the working cage are automatically switched on.

6.1. SIREN AND PUBLIC ADDRESS SYSTEM

There is an electric siren unit fitted on the front bumper or behind the front grille. Control panel of the system is conveniently located for the driver and it includes switches for fast (yelp), slow (wail) and two tone (Hi-Lo) sounds.

Command microphone, which is fitted with push-to-talk switch, allows the public address message to override the siren function. Operations are controlled by a switch in illuminated non-glare control panel.

6.2. ROTATING BEACONS

On each side of the drivers cab roof there are rotating beacons in red or blue colour. The main switch for the beacons with suitable signal light is fitted inside of the cab in a convenient position for the driver.

7. CONTROL SYSTEM FOR BOOM AND ROTATION MOVEMENTS

All boom and rotation movements are controlled electro-hydraulically by means of proportional valves. Thanks to the proportional principle the control function is not sensitive to changes of ambient or oil temperature, thus providing smooth, safe and very accurate movements even in most severe operating conditions. All control movements can be performed by the remote control system from both control panels. The graphical "Help Me!" display to give a real-time information on the outreach and the cage position and also to show possible movements according to cage position by animated arrows. In the text display there are main texts for

- warnings
- emergency situations
- help manual
- fault finding system -

7.1. TURNTABLE AND WORKING CAGE CONTROL PANELS

The turntable control panel incorporating all control levers (joystick type) and safety system indications is fitted in such a way that it enables good visibility from the control station towards the working cage when the booms are operated.

The control station is fitted with convenient seat to provide comfort even in case of prolonged operation. The platform underneath the control position is covered by non-slip aluminum.

The working cage control panel incorporating all control levers (joystick type) and safety system indications is fitted at the front of the cage.

Both control panels are exactly alike thus considerably reducing the risk of confusion amongst operators under stress or even panic.

At the turntable control panel there is a change-over switch to select the panel from which the operation is controlled.

Both control panels are fitted with following most important warning, indication and control devices, all marked by clear symbols

- joystick control levers for each movement
- button for first boom telescope extension/retraction
- buttons for cage slewing
- button for starting and stopping of chassis engine
- button for the battery driven back-up for the hydraulic system
- button for emergency stop
- button for overriding of the automatic working cage levelling system
- button for manual operation for the working cage levelling system
- extra buttons for special features
- buttons for activating the bleed down system
- button for approaching speed (lower down speeds of boom movements)



- button for work lights
- button for automatic lifting of the booms
- button for automatic lowering of the booms
- intercom system
- integrated water monitor controls
- visual and audible indication for exceeding safe working load
- visual warning for activation of working cage collision guard system. (if the feature is installed)
- visual indication for ground pressure of the outriggers
- visual indication diagram containing information on particular movements being restricted or permitted based on real-time information on actual boom configuration
- visual indication for the centre position of the booms
- visual indication for the centre position of the working cage
- visual indication for wind speed
- visual indication for tilt alarm
- visual indication for Bronto Telecontrol activated
- visual indication for service time reminder
- visual indication for service counters for chassis motor, electric power, generator and battery pump
- information screen for all important alarms and vital information
- fault finding screen

7.2. CONTROLS AND INDICATORS IN DRIVERS CAB

In addition to chassis standard controls and indicators the following items are installed in drivers cab:

- visual warning for the main current and PTO being switched on
- visual warning for any of the equipment lockers being open
- visual warning for the booms not being fully in travelling position

- visual warning for the rear axle being locked (if the feature is installed)
- visual warning for the outriggers not being in horizontal travelling position
- switch with visual indication for rotating beacons
- switch with visual indication for siren unit
- microphone for the public address system

8. SAFETY DEVICES

All load bearing hydraulic cylinders are fitted with lock valves directly integrated into the cylinder structure to prevent the booms, the working cage or the outriggers from retracting in case of a pipe or hose failure.

Retracting of any of the outriggers is automatically prevented as soon as the booms have been lifted from their travelling position.

Similarly lifting of the booms from the travelling position is prevented until the outriggers have reached the support width and ground pressure.

All boom movements have been limited at their most extreme positions thus making it impossible for the operator to reach an unsafe configuration by normal means of operation. The movements having direct influence on the stability of the aerial have all been fitted with two separate limiting circuits, the first one stopping that particular movement, the second one deactivating the whole electric and hydraulic system should the first circuit not have worked.

The major movements, lifting of the first and the second boom to their maximum elevation, and extending the telescopic movement or lowering the second boom at the maximum outreach have been fitted with slow-down devices to provide smooth deceleration of the movement.

Starting of the chassis engine from any of the control panels of the aerial is prevented unless the gear is shifted to neutral and the parking brake is engaged.

An overload warning has been fitted to give and audible and visual warning in case of exceeding the safe working load.

A collision guard has been integrated to cage load sensor to provide additional safety when operating in darkness or in dense smoke. This system stops all movements and gives visual warning when activated.

An emergency stop switch is fitted at all control panels to provide immediate and complete "freezing" of all systems in case of an unexpected emergency.

The control system is fitted with dead man switches to provide additional safety.

There is a "bleed down" system which can be operated from working cage and turntable control panels. By means of this system the booms can be lowered and the working cage brought down onto the ground even if no hydraulic pressure is available. In such a case manual rotation is provided by manual means.

WATER WAY 9.

The water way system is completely made of noncorrosive material. The nominal diameter of the water way is 100 mm and it leads from the rear of the vehicle where a 2 x 65 mm (2,5") inlet one in each side is fitted through the centre post in the turntable up into the working cage where the water monitor is mounted. Along the booms, the piping is fitted between the first and the second booms to have a safe and protected place for it when Chief Fire Offices driving on roads.

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The centre post, which is mounted in the centre line of the turntable, provides continuous rotation even if water supply is simultaneously used.

The piping is protected from possible overpressure by means of two relief valves mounted underneath of the turntable.

On the side of the first and second boom there is a telescopic water pipe, which is made of corrosion resistant material. Moving sections of this pipe have been externally ground and chromium plated to provide reliable function and long life span.

Seals between the sections are of low friction type and can be easily tightened if so required. In boom pivoting points flexible, specially reinforced 100 mm pressure hose is used. All hoses are fixed to the pipe with reliable span-lock connections.

Piping ends at the right hand side at the front of the working cage where the water monitor is placed. A 75 mm valve is fitted in the cage to isolate the monitor if required.

There are additional outlets with 65 mm (2½") closing valves and couplings for water supply from the cage through an extension hose.

All fire hose couplings are according to customer's requirements.

There are drain cocks fitted in the piping to enable it to be drained after use.

On the front underneath of the cage there are nozzles of water spray curtain system to protect cage occupants from radiant heat. Control valve of water spray curtain system is conveniently located inside of the cage.

9.1. WATER MONITOR

Water monitor is connected onto the piping system and it is placed at the front of the cage on the left hand side just outside of the railing. Due to the fact that the monitor is placed outside of the cage the entire cage floor area can be fully utilized in extreme rescue situations. The monitor is made of light alloy and fitted with jet/fog nozzle with maximum nominal capacity of 3800 l/min.

10. PAINTING

Before painting all surfaces of steel structures have been carefully shoot blasted after which they have been primed. After the final top paint the dry film thickness of the paint coat is 100 microns. All booms have been painted from inside.

To provide very high corrosion resistance hollow structures such as steel profiles of the working cage, cage boom and outrigger beams and housings are treated with anti-corrosion protection agent.

Paint tones used for standard units are:

Working cage white aluminium Working cage support, boom sections,	RAL 9006
turntable and related cylinders white	RAL 9010
Mainframe, outriggers and bodywork red	RAI. 3000
Outrigger cylinders grey Chassis frame touch-ups chassis original tone	RAL 7046

11. ACCESSORIES

4 pc Wooden outrigger ground pads with brackets
2 pc Working range diagrams, one at the turntable, one in the cage
1 pc Marking of safe working load in the cage



~						•
2 pc	Unit	type	marked	at	the	boom

- 1 set Warning labels and instruction plates
- 2 sets Operation and maintenance manuals
- 1 pc Plug for 24 V working light at the turntable and in the cage
- 1 pc Lifting loop under the working cage, capacity 500 kg
- 2 sets Anchor points for safety belts in the working cage
- 1 pc Hydraulic pressure gauge
- 1 set Wind speed gauge with bracket in the working cage

12. FIRE PUMP

Midship mounted Fire Pump 5000 - 6000 lpm @ 10 bar.

The pump is equipped with the round the pump (RTP) foam proportioning system

Pump controls located at the left side of the vehicle including:

- pressure/vacuum gauges
- pump rpm control
- required warning lights
- control for the pump draining

Inlet and outlets

- 2 x 6" suction inlets (1 at each side)
- 4 x 2,5" delivery outlets (2 at each side)
- 1 x 4" line going to the work cage

12.1 FOAM TANK

Capacity 1000 ltr made of 3mm stainless steel (AISI 304L)

Equipped with the manhole, connection for the foam supply for the system and also the required filling arrangements

The tank is equipped also with the sensors of the tank level



13. ITEMS INCLUDED TO THE DELIVERY

- 2 pcs Xenon work lights 24 V/35 W at the work cage
- stretcher carrier including the stretcher
- 3 pcs fixed work lights at the work cage 500 W/230 V
- 2 pcs removable work lights at the work cage 1000 W/230 V
- 1 pc tool set
- 1 Wireless crew intercom set including headset for 4 persons
- 1 Surveillance camera at the work cage with pan and tilt and the display at the turntable control center
- 1 pc water pressure indicator at the work cage
- 2 pcs rescue ropes
- 5 pcs warning triangles
- 2 pcs first aid kits
- 10 pcs 2,5" x 25 m delivery hoses
- 1 pc cover for the work cage
- 1 pc cover for the turntable control center
- 1 pc ultra thermic tool
- 4 pcs fire axe 6 kg
- 5 pairs firefighting boots
- 2 pcs bolt cutter, length 675 mm insulated up to 11 kV
- 4 pcs fire extinguisher DCP, ABC 9 kg
- 4 pes full body safety harness
- 5 pcs spot search lights (pocket lamps)
- 4 pcs firefighting helmets with inbuilt wireless communication
- 3 pcs fire resistant rescue ropes 9 mm x 200 m
- 6 pairs heavy duty electrician gloves
- 5 pairs heavy duty firefighting gloves
- 5 pcs APR masks with 12 spare cartridges
- 1 pc exhaust extension hose



OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH

Ground Floor Sindh Secretariat Building No.5 Tughlaq House Kamal Attaturk Avenue, Karachi Tele / Fax: 021-99212314

PRICE SCHEDULES

SUBJECT:

UPGRADATION OF FIRE SERVICES FOR HIGH RISE

BUILDING (KMC)

|SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE) OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR 24/7 OPERATIONS

					7	29 FE 3	
.NO	DESCRIPTION	100	QTY	RATE PE (LANDED , (IN R	COST)	AMOUNT(L	ANDED COS N RS.)
1.	Upgradation of Fire Services for I (KMC) (SUPPLY OF ONE UNIT OF HYI PLATFORM (SNORKEL TYPE) O METERS REACH WITH 2 YEARS MA SPARES, MANUFACTURER WA TRAINING, 02 OPERATORS FOR 24/7	DRAULIC AERIAL F MINIMUM 100 INTENANCE WITH BRANTEE, O&M	02	A CONTROL OF THE CONT	Company of the compan	All and a second a	-
Tota	nl Bid Amount in Words: Rs			Grand Total			
Cho	ecked & Verified by:		E				
of t	I/We quoted the price his contract with all existing						
Bid	Security in shape of	Pay Order	/ Bank	Guarantee			_ No.
Date	ed	issued fro	m		(Pa	y Order / Bank G	uarantee)
Am	ounting Rs			in favour	of Project	et Director,	Local
Gov	rernment Projects.	list.				1.	

Signature of Bidder with Stamp

UPGRADATION OF FIRE SERVICES FOR HIGH RISE BUILDING (KMC)
[SUPPLY OF ONE UNIT OF HYDRAULIC AERIAL PLATFORM (SNORKEL TYPE)
OF MINIMUM 100 METERS REACH WITH 2 YEARS MAINTENANCE WITH
SPARES, MANUFACTURER WARRANTEE, O&M TRAINING, 02 OPERATORS FOR
24/7 OPERATIONS]

ELIGIBILITY CRITERIA

The evidence / documents for the following eligibility & qualification 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. Bidder's Company Profile
- 7. Bid must be valid as mentioned in Bidding Data.
- 8. Completion Period offered is within specified limit.
- 9. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- 10. All rates quoted including the total amount of the bid shall be in figures & words (both).
- All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.
- 12. 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.
- 13. Bidder (for import part / units) 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).
- 14. Bidder shall provide a Clause by Clause Compliance Report of Technical Specification by Manufacturer of Chassis & Superstructure.
- 15. Undertaking by Manufacturer & Bidder (jointly) for availability of spare parts of quoted model for at least next 10 years.
- 16. Undertaking by Manufacturers & Bidders (jointly) that the quoted unit is the latest model.

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".

PROJECT DIRECTOR LOCAL GOVERNMENT PROJECT GOVERNMENT OF SINDH EVALUATION CRITERIA

ŞN	DESCRIPTION		TOTAL MARKS
	PART – A (Company Profile of the Bidder)	*	
1.	a. Within One Year b. Within Last 5 Years c. Within Last 10 Years d. More than 10 Years	01 04 06 10	10
2.	a. Outside Country b. Within Pakistan (Other than Karachi) c. In Karachi	02 05 10	10
3.	a. NTN (Compulsory) b. Sales Tax / SRB (Compulsory) whichever is applicable	· 03 02	05
4.	a. For only this Tender b. Since last 1 year to 2 years c. Since last 3 years to 5 years d. Since last 5 years or more	02 04 06 10	10
	Sub-Total (Pa		35
	PART - B (Marketing / Financial Status of the Bidder		
1.	Manufacturing experience of supplying or manufacturing / assembling of Firefighting Snorkels (Articulated Aerial Platform) or its any other type within Pakistan for more than 10 years a. In case of Imported Complete Built Unit (CBU) i) Above 30 m working height ii) Up to 30 m working height OR b. In case of Manufactured / Assembled in Pakistan i) Above 30 m working height ii) Up to 30 m working height		05
2.	Bidders Business Turnover in Pak Rupees of similar nature supply (Firefighting Vehicles & Equipment to Fire Brigade/ Rescue Agencies) during last 5 years a. Upto Rs. 100.0 Million b. Over Rs. 100.0 to Rs. 200.0 Million c. Over Rs. 200.0 to Rs. 300.0 Million d. Over Rs. 300.0 Million	05 07 10 15	15

SN		DESCRIPTION		TOTAL MARKS	
3.		Income Tax Return of Bidder			
	a.	Last Year	01	0.5	
	b.	Last 05 (continuous) Years	02	05	
	c.	Last 08 (continuous) Years	05	lies si	
4.	Externally Audited Balanced Sheet of Bidder				
- 1	a.	Last Year	01	0.5	
	b.	Last 03 (continuous) Years	03	05	
	c.	Last 05 (continuous) Years	05	٠,	
		Sub-Total (Pa	rt – B)	30	
PA	RT	- C (Technical Compatibility of Bidder / Firm / Manufacturer for t	he said Sp	ecific Job)	
1.		After Sales Facilities			
	a.	In Karachi	15	15	
	b.	Outside Karachi but within Pakistan	05		
2.		Having Specialized Certification			
	a.	Valid ISO (Chassis)	03	e	
	b.	Valid ISO (Super Structure)	03	10	
	c.	Product Service Certificate (like EC Type Examination Certificate)	02	10	
	d.	European or Its Equivalent Standard Matching / Harmonizing			
		Certificates	02		
3		Technical Matching to Technical Specification as per Tender	100		
		Documents:			
	a.	Above 80% matching	10	10	
	b.	Above 70% to 90% matching	08		
	c.	70% or less	05	A	
		Sub-Total (Pa	rt – C)	35	
GRAND TOTAL (PART A+B+C)					

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

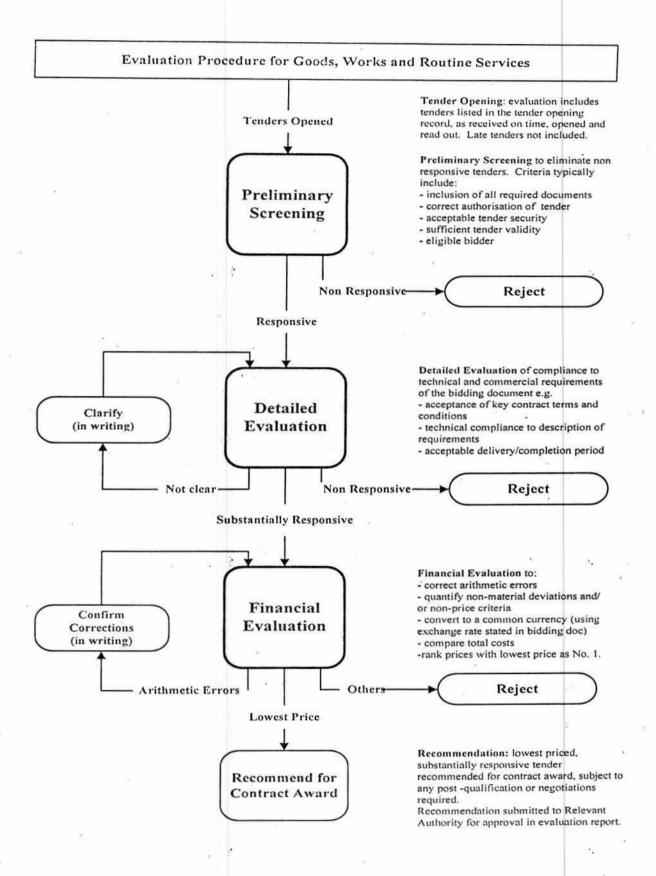
(2) SINGLE STAGE – TWO ENVELOPE PROCEDURE

- (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.

Annexure "F"

SINGLE STAGE - TWO ENVELOPES PROCEDURE

(STEP - BY - STEP METHODLOGY)





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	
1)	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	

