### **TENDER DOCUMENTS**

Supply of Fabricated Fire Tender Vehicle

PRO/RESCUE/16/01

## **BOARD OF MANAGEMENT SIE**



For any clarifications:

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#### **PREAMBLE**

Sundar Industrial Estate is a **state-of-the-art industrial estate** which was inaugurated in **February 2007** and is the first project assigned to the Punjab Industrial Estates Development & Management Company (PIEDMC). It was envisioned to be an island of facilitation for prospective industrialists. The objective was to develop an industrial estate where issues of residents are handled and problems solved through 'One Window' operations. There are over four hundred factories in production (as of March 2016) and an additional 150 are expected to join in production within the next year.

SIE has infrastructure comparable to any modern industrial estate globally.

After analyzing the needs of entrepreneurs, SIE has ensured availability of the following amenities.

| Reinforced Concrete Road Network                         |
|--|
| Underground Sewerage System                              |
| Underground Electricity Distribution System              |
| Walled industrial estate with limited entry/exit points. |
| Telecommunications System                                |
| Fully Equipped Fire Station                              |
| Technical Training Facilities                            |
| Estate-operated Security Arrangements                    |
| Hospital / Emergency Medical Services (Social Security)  |
| Mosque   |
| Petrol Stations  |

In continuation of the above developments and the maintenance of these facilities, the Board of Management is inviting interested parties to bid for the provision of goods and/or works as stated in the document as follows.

#### I.INVITATION TO BID

1. Board of Management Sundar Industrial Estate (BOM-SIE), working under Punjab Industrial Estate Development & Management Company (PIEDMC), a Semi Government Organization invites sealed bids from the original manufacturers / authorized distributors / suppliers and contractors registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue (as well as PRA or any other relevant requirements as per federal and provincial laws as/if applicable to similar tenders) for Supply of Fabricated Fire Tender Vehicle (Fire Truck).

2. Bidding documents, containing detailed terms and conditions, etc. are available from Rescue Building (Customer Services Department), near Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore. Price of the bidding documents is Rs. 500. Bidding documents can also be downloaded from sie.com.pk/downloads/ free of cost.

3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at **Fire Fighter's Office, Rescue Building, near Gate #2, Sundar Industrial Estate** on or before 23rd January 2017 at 11:00 am. The technical bids will be opened the same day at 11:30 am. This advertisement is also available on PPRA website at www.ppra.punjab.gov.pk.

**Abdul Majeed, Fire Fighting Officer** 

Board of Management SIE, Gate #2, Sundar Industrial Estate, Lahore

03205400528

rescue@sie.com.pk

#### II. INSTRUCTION TO BIDDERS

#### 1. Scope of Bids

The Board of Management Sundar Industrial Estate (BOMSIE) seeks a bidder for the Supply of Fabricated Fire Tender Vehicle.

#### 2. Source of Funds

The purchase will be funded from within BOMSIE's yearly budget for it's Disaster Management Plan. BOMSIE is a body established by the Punjab Industrial Estate Development and Management Company (PIEMDC), a public-private partnership company formed by the Government of Punjab.

#### 3. Eligible Bidders

The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid as mentioned below. Bidders that do not fulfil the following eligibility criteria shall automatically be deemed disqualified:

- 3.1. Be registered with the FBR for income tax & sales tax and have proof thereof (as well as PRA or any other relevant requirements as per federal and provincial laws as/if applicable to similar tenders)
- 3.2. Shall not be blacklisted by any government, semi-government and bodies.
- 3.3 Must submit the required bid security alongside the bid and ensure that the bid reaches the concerned office before the deadline.
- 3.4 Shall provide correct information wherever required and shall refrain from providing misleading information during all stages of procurement.

- 3.5. The bidder should demonstrate an average annual turnover in the last five years equal to or more than the Total Bid Price. Alternately, the bidder should have successfully completed in the last five years any specific project having value equal to or higher than the total Bid Price.
- 3.6. Bidder must demonstrate that manufacturer has produced same items for at least 05 years and such goods shall have proven successful in the field for at least the same time period.

#### 4. Demonstration of Capabilities

The bidder shall provide documents as per the Sub-Clauses below to demonstrate it's past experience with such projects. Bidders must possess and provide further evidence, if required, of the following to the satisfaction of the procuring agency.

- 4.1 At least 05 years of experience in manufacturing or authorized dealership of manufacturer and documented track record of completing of at least 10 similar assignments during this time period.
- 4.2 The Bidder shall certify the capacity and capability of the manufacturer (from which equipment are offered) in terms manufacturing, quality-assurance and testing facilities.
- 4.3 Bidder shall provide evidence of qualified man-power and previous cases of delivering quality materials according to bid specifications and delivery requirements.
- 4.4 In the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder shall provide proof of having been duly authorized by the Goods

manufacturer or producer to supply the Goods within Pakistan.

- 4.5 The bidder has the financial, technical and trading/production capability (as per role in supply chain) necessary to perform the Contract.
- 4.6 In the case of a bidder not doing business within Pakistan, the bidder is or will be (if successful) represented by an agent in Pakistan equipped in carrying out warranty terms, if any, fully and to the Procuring Agency's satisfaction.

#### 5. Further Requirements for JVs

In addition to the sub-clauses under Clause 4, the following apply for Joint Ventures:

- 5.1 At least one of the partners of joint venture shall satisfy the relevant capabilities specified under Clause 4 hereinabove.
- 5.2 All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirements under Clause 3 above.
- 5.3 All partners of the joint venture shall at all times and under all circumstances be liable jointly and separately to the Procuring Agency for the execution of the entire contract in accordance with the contract agreement terms and conditions; a statement to this effect shall be included in the Form of Contract Agreement (in case of a successful bidder).
- 5.4. The Form of Bid, and in the case of successful bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
- 5.5. One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
- 5.6. The partner-in-charge shall be

authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.

A copy of the agreement entered into 5.7 by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Procuring Agency.

#### 6. One Bid per Bidder

The following constraint applies to all interested bidders:

6.1. Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified and bids submitted by him shall not be considered for evaluation and award.

# 7. Manufacturing Site Visit & Testing/Survey of Fire Truck Vehicle at Various Stages

Prior to the awarding of contract, the procuring agency shall visit the Manufacturing Site of the Bidder. In case of successful bidder, the procuring agency may visit the manufacturer at the below stages, as well as at least three more stages as per it's discretion:

- 7.1. Immediately after Delivery of New Heavy Duty Vehicle
- 7.2. During Fabrication of the SuperStructure's Main Structure

- 7.3. After Fabrication of the SuperStructure Main Structure
- 7.4. During partial manufacturing/fabrication of accessories
- 7.5. At completion of SuperStructure and all accessories

#### 8. Language of Bidders

The Bid prepared by the Bidder and all correspondence and documents relating to the procurement exchanged by the Bidder and Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### 9. Accompanying Documents

The bid prepared by the bidder shall comprise the following components:

- 9.1. Covering Letter
- 9.2. Form of Bid duly filled, signed and sealed.
- 9.3. Schedules to Bid duly filled and signed, in accordance with the instructions contained therein.
- 9.4. Bid Security furnished in accordance with Clause 13.
- 9.5. Joint Venture Agreement and Power of Attorney (if and where applicable).
- 9.6. Documentary evidence established in accordance with Clauses 3, 4 and 5 that the bidder is eligible to bid and has the technical and financial standing to carry out the works.
- 9.9. Documentary evidence established in accordance with Sub-Clauses 4.2, 4.3 and 4.5 that the Goods and Ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents.

- 9.10. Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference as required to satisfy the criteria for claim for domestic preference.
- 9.11. Other documents, if any, prescribed in Particular Conditions of Contract or elsewhere within these Bid Documents.
- 9.12. An in-depth brochure highlighting the offered product(s) and it's features, functions and specifications.

#### 10. Bid Prices

The bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the products delivered and works to be performed under the contract. Prices on the Schedule of Prices shall conform with the total bid amount as per the Form of Bid.

- 10.1 The bidder shall fill in rates and prices for all items of the works described in the Schedule of Prices. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
- 10.3. The bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency/Engineer and will not in any way limit its right to contract on any of the terms offered.
- 10.4. Unless otherwise stipulated in the General Conditions of Contract or Special 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. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 10.5. Any discount offered shall be valid

for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

#### 11. Currencies of Bid and Payment

Prices shall be quoted in Pakistani Rupees (PKR) or any acceptable freely convertible currency as per the federal procurement rules. In the case bid in foreign currencies are received, the bid amount shall be converted to Pakistani Rupees (PKR) as per the State Bank of Pakistan exchange rate on the day of bid opening.

#### 12. Bid Validity

The bids shall remain valid up till 60 days from the day of bid opening.

#### 13. Bid Security

Each bidder shall furnish, as part of his bid, a Bid Security in the amount mentioned in the Data Sheet (in PKR) or an equivalent amount in a freely convertible currency. The Bid Security is required to protect the Procuring Agency against the risk of bidder's conduct which would warrant the security's forfeiture.

- 13.1. The Bid Security shall be, at the option of the bidder, in the form of a CDR or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counterguaranteed by a Scheduled Bank in Pakistan in favour of **Board of Management Sundar Industrial Estate**, valid for a period of 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.

- 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 in case of an error or discrepancy within the bid.
- 13.6. The Bid Security may be forfeited in the case of a successful bidder if he fails to:
  - (a) Furnish the required Performance Security, if any.
  - (b) Sign the Contract Agreement.

#### 14. Form of Bid & Signing

Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

- 14.1 No alteration is to be made in the Form of Bid as well as the Schedule of Prices except in filling up the blanks as directed. If any alteration is made or if these instructions be not fully complied with, the bid may be rejected.
- 14.2. Each bidder shall prepare one (1) original and two (2) copies of both the Technical and Financial Proposals clearly marking them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. The Form of Bid and the Price Schedule will be inserted in the Financial Proposal envelope only. The inclusion of any prices within the Technical Proposal shall result in immediate rejection of the bid.
- 14.3. 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. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall have initials and be stamped by the person or persons signing the bid.

- 14.4. The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the bidder, in which case such corrections shall have initials by the person or persons signing the bid.
- 14.5. Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 14.6. Bidders should retain a copy of the Bidding Documents as their file copy.

#### 15. Sealing and Marking of Bid

The Bid Documents shall be separated into two envelopes separately marked TECHNICAL PROPOSAL and the FINANCIAL PROPOSAL.

- 15.1. The ORIGINAL and (2) COPIES of the bid documents comprising the required documents, including Schedules and Forms, as stated in the Data Sheet shall marked and inserted in separate envelopes. These three sets of envelopes (consisting of Technical & Financial Proposals each) shall be inserted within a larger envelope suitably marked and addressed as per the below Sub-Clauses.
- 15.2. The inner and outer envelopes shall:
  - (a) Be addressed to: Firefighting Officer, BOMSIE, Gate No. 02; Sunder Industrial Estate, Sundar-Raiwind Road, Lahore.
  - (b) Bear the Tender name and Date of opening of Bid.
  - (c) Provide a warning not to open before the time and date for bid opening.
- 15.3. The Bid shall be delivered in person or sent by registered mail at the address as mentioned under Sub-Clause

15.2 (a).

- 15.4. In addition to the identifications required under Sub-Clause 15.1, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- 15.5. 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.

#### 16. Deadline for Submission of Bid

Bids must be received by the Procuring Agency at the address specified not later than the time and date stipulated in the Data Sheet.

- 16.1. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other those mentioned within the Data Sheet. Bidders shall bear all expenses incurred in the preparation and delivery of bids.
- 16.2. Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not inserted within the sealed bid package.
- 16.3. Upon a separate written request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 16.4. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 16.5. The Procuring Agency may, at it's discretion, extend the deadline for submission of bids by issuing an addendum through the PPRA website and newspapers; the latter only when the original request for bids was published through the same medium.

#### 19. Late Bids

Any bid received by the Procuring Agency after the deadline for submission of bids will be returned unopened to such bidder and the bid will be considered rejected.

19.1 Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

### 20. Modification, Substitution and Withdrawal of Bids

Any bidder may modify, substitute or withdraw his bid after bid submission provided that modification, substitution or written notice of the withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

- 20.1. The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions under Clause 15 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 20.3. 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.

#### 21. Technical & Financial Bid Opening

A committee consisting of nominated members of the Procuring Agency shall open the technical bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. The Financial Bids shall remain unopened; these shall be opened at a later date as communicated well in advance by the Procuring Agency **after** the Technical Bid Opening meeting.

21.1. The bidders' representatives who are

present shall sign in a register evidencing their attendance.

- 21.2. During the Financial Bid Opening, the bidder's name, Bid Prices, unit rates, any discount, bid modifications, substitutions and withdrawals, 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 latter at the bid opening. The Procuring Agency will record minutes of both bid opening meetings.
- 21.3. Any Bid Price or discount which is not read out and recorded at bid opening due to any reservations as stated within these bidding documents will not be taken into account in the evaluation of bid.
- 21.4. Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

#### 22. Clarification of Bids

In order assist in the examination, evaluation and comparison of Bids, the Engineer or an authorized representative of the bidding committee within the Procuring Agency may 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.

22.1 The Procuring Agency/Engineer will have the right to verify the particulars regarding the manufacturer, plants and other related information furnished within the bid.

### 23. Examination of Bids and Determination of Responsiveness

Prior to the Financial Bid opening, pursuant to the eligibility, qualifications and evaluation criteria, the Procuring Agency will examine the Bids to verify:

- 23.1. The bid is complete and does not deviate from the scope.
- 23.2. That the bid does not contain any computational errors.

- 21.3. The bidder meets the eligibility criteria.
- 23.4. The documents have been properly signed.
- 23.5. The Bid is valid till required period.
- 23.6. Delivery of Goods/Completion period offered is within specified limits.
- 23.7. Bidder/Manufacturer is eligible to Bid and possesses the requisite experience.
- 23.8. Bid does not deviate from basic technical requirements and the Bids are generally in order.

Furthermore, a bid is likely not to be considered, if:

- 23.9. It is unsigned or it's validity is less than specified.
- 23.10 It is submitted for an incomplete or partial scope or if it exceeds the scope of work.
- 23.11. It indicates completion period longer than specified.
- 23.12. It indicates goods to be supplied that do not meet the particulars mentioned in the Price Schedule.

A bid will strictly not be considered, if:

- 23.14. It is not accompanied with bid security or it is submitted by a bidder who has participated in more than one bid.
- 23.15. It has been received after the deadline for submission of bids.
- 23.16. It has been submitted through fax, telex, telegram or email.
- 23.17. The bidder does not achieve the minimum marks in the Technical Evaluation or fails to qualify due to one of the reasons identified within the bid documents.
- 23.18. The technical bid is materially and substantially different from the Conditions/Specifications and other

requirements of the Bidding Documents or if the Bidder does not agree to provide all Accessories as mentioned within the Specifications/Technical Evaluation.

A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the tender such as below:

23.19. Which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's or the bidder's obligations under the Contract; or whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Procuring Agency's determination of a Bid's responsiveness will be based on a bidder's adherence to eligibility criteria, technical evaluation criteria as well as other instructions within this document.

- 23.20. 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.
- 23.21. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### 24. Extension of period validity

In exceptional circumstances prior to expiry of original bid validity period, the Procuring Agency may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, in which case, the Procuring Agency will be obligated to compensate the bidders, upon substantiation for their increase in costs (if it is a

fixed price bid.

#### 25. Correction of Errors

Arithmetical errors will be rectified on the following basis:

25.1. 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, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Schedule of Prices.

#### 26. Evaluation and Comparison of Bids

Bid will be scrutinized as per the conditions of evaluation criteria of these bidding document and the lowest evaluated bidder shall be awarded the contract.

#### 27. Award

The Procuring Agency will award the Contract to the eligible bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price.

### 28. Right to Accept any Bid and to Reject any or all Bids

The Procuring Agency reserves the right to accept or reject any bid as per these Tender Documents; and to annul the bidding process and reject all bids, at any time prior to the 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 shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

28.1. No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Procuring Agency may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

#### 29. Notification of Award

Prior to expiration of the period of bid validity prescribed

by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (through a "Letter of Acceptance" or similar means) that his bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the delivery of goods and/or execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

- 29.1. The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.
- 29.2. Upon furnishing by the successful bidder of a Performance Security, the Procuring Agency will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

#### 31. Sufficiency of Bid

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the delivery of goods and the proper completion of the works.

#### 32. Bank Guarantee Against Advance Payment

The successful bidder shall furnish to the Procuring Agency a Bank Guarantee Against Advance Payment as per the format provided by the Procuring Agency within 14 days of the receipt of Letter of Acceptance.

#### 33. Signing of Contract Agreement

Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Procuring Agency.

33.2. The formal Agreement between the Procuring Agency and the successful bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### 34. General Performance of the Bidders

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and services specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

#### 36. Bidder to Inform Himself

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 the provision of goods and the execution of the works.

This shall include but not be limited to the following:

- 36.1 Inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax, \_\_\_\_\_\_ Pakistan. (Insert name of place)
- 36.2 Inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department (where applicable).
- 36.3 Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports (where applicable)
- 36.4 Investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.

#### 37. Instructions not Part of Contract

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

37.1 The Bidder shall propose, in order of his priority; plant, equipment or goods of not more than three Manufacturers.

#### 38. Local Conditions

Bidder must verify and supplement by his own investigations the information about site and local conditions.

#### 39. Additional Contract Documents

The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

#### 40. Amendment of Bidding Documents

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 prospective bidder, modify the Bidding Documents by issuing addendum.

- 40.1 Any addendum thus issued shall be part of the Bidding Documents 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. The bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.
- 40.2. To afford prospective 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 in accordance with Clause.

#### 41. Process to be Confidential

No tenderer shall contact Procuring Agency on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded.

17.2 Any effort by a tenderer to influence Engineer or Procuring Agency in the Tender comparison and selection or Contract Award decisions may result in the rejection of the bid or cancellation of the tender.

#### III. DATA SHEET

- 1. Name and address of the Procuring Agency: Board of Management Sundar Industrial Estate, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore through it's Firefighting Officer.
- 2. **Name of the Project & Summary of the Works**: *Procurement of Fabricated Fire Tender Vehicle* (*Fire Truck*) for the estate's disaster management unit at Board of Management SIE at Gate #2.
- 3. **Time limit for clarification:** The bidder may request clarification of the bid documents, in written, until the technical bid opening date.
- 4. **Bid language:** All bids shall be in the English language.
- 6. **Period of Bid Validity:** 60 days from the date of bid opening.
- 7. **Amount of Bid Security:** 2% of estimated price (see 15, below)
- 8. **Number of copies of the bid to be completed and returned:** One (1) ORIGINAL and Two (2) COPIES of the completed Bid Documents (comprising of separate Technical and Financial Proposals marked accordingly and in separate envelopes). d
- 9. **Procuring Agencys address for the purpose of bid submission:** Firefighting Officer, Rescue Building, Board of Management Sundar Industrial Estate, Gate #2, Sundar-Raiwind Road, Lahore, Pakistan.
- 10. Name and number of the contact: Mr. Majeed, Firefighting Officer, 0320 5400 527-8
- 11. **Deadline for submission of bids:** 11 a.m. on January 23, 2017. Please ensure timely submission as **no late submissions** will be accepted under any circumstances.
- 12. **Venue, time and date of bid opening:** Conference Room, BOMSIE Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore at 11:30 a.m. on January 23, 2017.
- 14. **Time for Delivery** Project completion and delivery shall take place within twelve (12) weeks from the date of contract signing or specified within contract.
- 15. **Estimated Cost:** Estimated cost of the project is **PKR** Rs. 14,000,000/- which shall only serve as basis of calculating bid security and not for providing any indicative bid price.
- 16. **Responsiveness of Tenders** The responsiveness of the tenders shall be ascertained as per Clause 23 of Instruction to Bidders as well as the conditions below:
  - (i) The Tender is valid till the required period
  - (ii) The Tender prices are firm during currency of contract
  - (iii) Completion period offered is within specified limits
  - (iv) The Tenderer is eligible to Tender and possesses the requisite experience.
  - (v) The Tender does not deviate from Basic Requirements
  - (vi) The Tenders are generally in order, etc.

#### 17. Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Data Sheet
- (c) Letter of Acceptance
- (d) Addenda, if any
- (e) General Conditions of Contract
- (f) Special Conditions of Contract
- (g) Specifications
- (h) The Drawings, if any
- (i) The Schedules to Tender including Schedule of Prices, Schedule of Bank Guarantee Against Advance Payment, Schedules of Goods Delivery and Works Completion
- 18. **Penalty Fee for Late Completion** If the contractor is unable to complete the delivery of goods for reasons other than permissible in the Conditions of Contract, he is liable to pay a penalty fee of Rs. 5,000 per day for each extra day over the completion date.
- 19. Currency: Payment of Contract Price shall be in Pakistani Rupees.
- **20. Terms of Payments:** The Procuring Agency shall pay 100% advance of the cost of the Heavy Duty Vehicle (chassis), as well as 25% of the cost of the superstructure, the cumulative amount of which shall be paid to the Contractor against a Bank Guarantee on Advance Payment. The remaining 75% of the price of superstructure shall be processed for payment within two weeks of the successful delivery of the complete Fire Tender Vehicle as per the specifications and to the Engineer/Procuring Agency's satisfaction.

#### 21. Manufacturing Site Visit & Testing/Survey of Fire Truck Vehicle at Various Stages

Prior to the awarding of contract, the procuring agency shall visit the Manufacturing Site of the Bidder. In case of successful bidder, the procuring agency may visit the manufacturer at the below stages, as well as at least three more stages as per it's discretion:

- (a) Immediately after Delivery of New Heavy Duty Vehicle
- (b) During Fabrication of the Superstructure Main Structure
- (c) After Fabrication of the Superstructure Main Structure
- (d) During partial manufacturing/fabrication of accessories at completion of Superstructure and all accessories.

#### IV. GENERAL 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 Data Sheet.
- 1.1.2 "Specifications" means the document as listed in the Data Sheet, including Procuring Agency's requirements in respect of material and aesthetic design (as shown in pictures) to be carried out by the Contractor, and any Variation to such document.

#### **Persons**

- 1.1.4 "Procuring Agency" means the person named in the Data Sheet 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 Data Sheet and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 "Party" means either the Procuring Agency or the Contractor.

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

- 1.1.7 "Commencement Date" means the date mentioned within the Contract when it comes into effect or any other date agreed between the Parties.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for delivery of Finished Goods as stated in the Data Sheet or as calculated from the Commencement Date.

#### **Money and Payments**

- 1.1.10 "Country" means the Islamic Republic of Pakistan.
- 1.1.11 "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.
- 1.1.12 "Variation" means a change to the Specification which is instructed by the Procuring Agency.

#### 1.2 Interpretations

Words importing persons or parties shall include firms and organizations. 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 Data Sheet.

#### 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. Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency in respect of the Supply and Delivery of Goods.

#### 2.2. Approvals

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

#### 3. PROCURING AGENCY'S REPRESENTATIVES

#### 3.1 Authorized Person

One of the Procuring Agency's personnel shall have authority to act for him. This authorized person shall be as stated in the Data Sheet, or as otherwise notified by the Procuring Agency to the Contractor from time to time.

#### 4. THE CONTRACTOR

#### 4.1 General Obligations

The Contractor shall deliver the finished goods as per specification as mentioned within this Document. The contractor is liable to provide the goods equivalent to the quality mentioned in the tender documents, to which may result in cancellation of the contract at the Procuring Agency's discretion.

#### 4.2 Contractor's Representative

The Contractor shall submit to the Procuring Agency for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

#### 5. TIME FOR DELIVERY OF GOODS

#### 5.1. Delivery of Goods

The Contractor shall deliver the Goods on the Delivery Date as decided in the agreement.

#### **5.2.** Extension of Time

The Contractor shall be entitled to an extension to the Delivery of Goods if he is or will be delayed by any incident as mentioned under Force Majeur subject to the Contractor's notification of intention without un-reasonable delay. On receipt of an application from the Contractor, the Procuring Agency shall consider all supporting details provided by

#### 5.3. Letter of Satisfaction

After receiving the goods, the Procuring Agency shall issue a letter of satisfaction or a GRN to confirm receipt, upon which the payment terms as mentioned within the Data Sheet shall be followed.

#### 5.4. Testing

Testing of the vehicle/superstructure shall be done as per the details mentioned under the Data Sheet of the relevant Tender Document.

#### 5.5. Payment/Other Details

Payment terms as well as other details not mentioned here shall be as per the details mentioned under the Data Sheet of the relevant Document. All payments shall be made against Bank Guarantee from the Contractor for the amount paid.

#### 6. REMEDYING DEFECTS

#### 6.1 Remedying Defects

The Procuring Agency may at any time prior to the expiry of the warranty period stated in the Data Sheet, notify the Contractor of any defects. The Contractor shall remedy/replace at no cost to the Procuring Agency any defected goods that do not meet the mentioned specifications or the quality of the sample goods.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to return the specific item(s) until the mentioned specifications are met.

#### 7. VARIATIONS AND CLAIMS

#### 7.1 Right to Vary

The Procuring Agency may instruct Variations.

#### 7.2 Valuation of Variations

Variations shall be valued as follows:

- **7.2.1.** at a lump sum price agreed between the Parties, or
- **7.2.2.** where appropriate, at rates in the Contract, or
- **7.2.3.** in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- **7.2.4.** at appropriate new rates, as may be agreed or which the Procuring Agency considers appropriate.

#### V. SPECIAL CONDITIONS OF CONTRACT

- 1. Testing/verification of the product(s) shall occur as per the instructions in Data Sheet.
- 2. The contractor shall agree with the Procuring Agency for the time and place for the testing of any material as provided within contract.
- 3. If as a result of the inspection, examination or testing, the delivered goods do NOT fulfil the agreed requirements of the Procuring Agency, the Engineer may reject the products and upon failure to meet the Procuring Agency's requirements as per the Tender Documents, the contract may be terminated.
- 4. The Fabricated Fire Truck Vehicle Specifications as well as all other Equipment must be as per the Specifications within Bid Documents as well as the Schedule of Goods Delivery.

#### VI. EVALUATION CRITERIA

The bidder will be selected that shall offer the lowest technically evaluated bid. The lowest evaluated bid shall be approved provided it conforms to all eligibility criteria, is not invalidated as per any disqualification clauses mentioned within the Instruction to Bidders, agrees to provide all accessories on the checklist below barring none, and attains the minimum marks as per the evaluation criteria below.

Any bidders that fail to meet the eligibility terms, evaluation criteria or submit completed documents shall be rejected.

#### <u>Product Specifications & Accessories</u> All accessories must meet NFPA 1901 standards. 1.

| Sr. No. | Equipment   | Yes | No |
|---------|---|-----|----|
| 01      | Heavy Duty Truck, with fabrication as per <b>Specifications</b> (with |     |    |
|         | Manufacturer's warranty)*   |     |    |
| 02      | Fire Pump   |     |    |
| 03      | Water Tank  |     |    |
| 04      | Foam Tank   |     |    |
| 05      | Hose Reel   |     |    |
| 06      | Warning Equipment   |     |    |
| 07      | Fire Hook   |     |    |
| 08      | Helmet  |     |    |
| 09      | Fire Axe  |     |    |
| 10      | Basket Strainer   |     |    |
| 11      | Long rubber boots   |     |    |
| 12      | Shovel  |     |    |
| 13      | Gloves Heat resistant   |     |    |
| 14      | Gloves rubber high voltage  |     |    |
| 15      | Crow Bar  |     |    |
| 16      | Hammer  |     |    |
| 17      | Foam Making Branch Pipe   |     |    |
| 18      | First Aid Box   |     |    |
| 19      | Torch   |     |    |
| 20      | Basket Strainer   |     |    |
| 21      | Extension Ladder  |     |    |
| 22      | LED Warning light   |     |    |
| 23      | Search Light  |     |    |
| 24      | High Power Hand Light   |     |    |
| 25      | AFFF Foam   |     |    |
| 26      | DCP   |     |    |
| 27      | Fire Gloves   |     |    |
| 28      | Bolt Cutter   |     |    |
| 29      | Dividing and Collecting Breaching                                     |     |    |
| 30      | Suction Hose  |     |    |
| 31      | Hose Pipe   |     |    |
| 32      | SCBA (Breathing Apparatus)  |     |    |
| 33      | Nozzle  |     |    |
| 34      | Helmet  |     |    |

| 35 | Face Mask               |
|----|-------------------------|
| 36 | Long Boot               |
| 37 | Fire Hook               |
| 38 | Fire Beater             |
| 39 | Foam making Branch Pipe |
| 40 | Fire Blanket            |
| 41 | Safety Belt             |
| 42 | Rope 100 feet           |
| 43 | Eye Protection Optical  |
| 44 | Cooper Strainer         |
| 45 | Tool Box                |
| 46 | Davy Life Line          |
| 47 | Fire Suits              |

<sup>\*</sup>Bidder must have used the same (or equivalent) heavy duty truck model by the relevant manufacturer (as stated in the completed bid) in at least 02 other similar tenders within the past five years.

**2.** Technical Evaluation
All bidders who agree to provide all accessories above barring none will be evaluated as per technical evaluation criteria below:

| SR.NO. | EVALUTION                             | MARKS | MAXIMUM MARKS |
|--------|---------------------------------------|-------|---------------|
| 01     | Experience                            |       | 20            |
|        | 05 Years                              | 05    |               |
|        | 10 Years                              | 15    |               |
|        | 15 Years                              | 20    |               |
| 02     | Certifications                        |       | 25            |
|        | ISO 9001:2008                         | 10    |               |
|        | PEC Registered                        | 15    |               |
| 03     | No. of Similar Projects in Five Years |       | 20            |
|        | 10                                    | 05    |               |
|        | 20                                    | 10    |               |
|        | 30                                    | 20    |               |
| 04     | Super Structure Warranty              |       | 20            |
|        | 01                                    | 05    |               |
|        | 02                                    | 15    |               |
|        | 03                                    | 20    |               |
| 05     | Water Throw                           |       | 15            |
|        | 65 Meter                              | 05    |               |
|        | 80 Meter                              | 10    |               |
|        | 100 Meter                             | 15    |               |
| 06     | Fire Suit                             |       | 10            |
|        | Aluminize                             | 05    |               |
|        | Nomex                                 | 10    |               |
|        |                                       |       | 110           |

70 Marks are required to be Considered Technically Responsive Bidder.

#### VII. FORM OF BID

| T .  | ,   | ,   |
|------|-----|-----|
| Date | - / |     |
| Date | 1   | - / |

To: Estate Manager,

#### **Board of Management Sundar Industrial Estate**

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract and other sections within the aforementioned document for the supply of Supply of Fabricated Fire Tender Vehicle, we (the undersigned), offer to supply the goods (a term which includes all accessories) with remedy for any defects therein in conformity with the General and Special Conditions of Contract, Specifications and other details for the sum of Rs. \_\_\_\_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions. We agree that the Board of Management Sundar Industrial Estate reserves the right to reject one or all bids on the basis of powers bestowed upon procuring agencies within the PPRA Rules 2014.

We also understand that the selection of the bidder shall be as per the evaluation criteria clearly mentioned within these bidding documents, the purpose of which is to maximize the value for money for the Procuring Agency.

M/S

# VIII. FORM OF BID SECURITY (BANK GUARANTEE)

| Guarantee No   |              |
|--|--------------|
| Executed on  |              |
| ame of Guarantor (Bank) with address:  |              |
| ame of Principal (Tenderer) with address   |              |
| nal Sum of Security (express in words and figures):  |              |
| nder Reference No Date of Tender   |              |
| NOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender and e request of the said Principal, we the Guarantor above-named are held and firmly bound e | unto<br>) in |
| HE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has subr   | nitted       |
| e accompanying Tender numbered dated as above for  |              |
| (Particulars of Tender) to the said Procur   | ring         |
| gency  | -            |

#### and

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

- 1. that the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
- 2. that in the event of;
  - (a) the Principal withdraws his Tender during the period of validity of Tenderer
  - (b) failure of the successful tenderer to
    - i. furnish the required Performance Security (if any)

#### ii. sign the proposed Contract Agreement.

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

NOW THEREFORE, if the successful tenderer shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Tender as accepted and furnish within the allotted time of his being requested to do so, 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 withdrawal of the said Tender 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) |   |
|--------------|------------------|---|
| Witness 1    | Witness 2        | - |
| 1. Signature | 1. Signature     |   |
| 2. Name      | 2. Name          |   |
| 3. Title     | 3. Title         |   |

#### X. FORM OF CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the [ insert: number ] day of [ insert: month ], [ insert: year ].

#### **BETWEEN**

| (1) | Board of Management Sundar Indusrial Estate, a semi-government organization under                 |
|-----|---|
| the | laws of Pakistan and having its principal place of business at Gate #2, Sundar Industrial Estate, |
| Sun | dar-Raiwind Road, Lahore. J (hereinafter called "the Procuring Agency"), and                      |

(2) [insert name of Contractor], a corporation incorporated under the laws of Pakistan and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").

WHEREAS the Purchaser invited bids for *the Supply of Fabricated Fire Tender*. and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Procuring Agency and the Contractor, and each shall be read and construed as an integral part of the Contract:
- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Schedule of Goods Delivery & Works Completion

- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Procuring Agency in consideration of the provision of the Goods and works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

| (Procuring Agency) | (Contractor) |
|--------------------|--------------|

#### Witness 1

11 Signature

4. Name

5. Title

#### Witness 2

1. Signature

2. Name

3. Title

#### XI. SCHEDULE OF PRICES

#### A. PREAMBLE TO SCHEDULE OF PRICES

The Schedule of Prices shall be read in conjunction with the Conditions of Contract and Data Sheet.

#### 1. Description

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 Tender Documents shall be made before entering prices against each item in the Schedule of Prices.

#### 2. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply with the Systeme Internationale d" Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

#### 3. Rates and Prices

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. Any other fees or payable amounts as per the data sheet shall be adjusted from within the total bid amount as per the bid form and price schedule.

- 3.1 Unless otherwise stipulated in the Data Sheet, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract. All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 3.2 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.
- 3.3 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 tenderer 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.
- 3.4 The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.

- 3.5 The Contractor shall be responsible to make complete arrangements for the transportation of the all materials and goods to the Procuring Agency's office.
- \*Procuring Agency may modify at it's discretion as appropriate.
- 3.6 The Contractor shall provide for all parts of the Goods (with all Accessories) 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.
- 4. **Tender Prices** Break-up of Tender Prices shall be as follows:

- 4.1 The various elements of Tender Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.
- 4.2 The tenderer shall recognize such elements of the costs which he expects to incur during Delivery of the Goods and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
- 4.3 The total of tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.
- 5. **Provisional Sums** 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 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.

#### B. **PRICE SCHEDULE**

| Item | Description of<br>Goods & Works  | Country<br>of<br>Origin | Quantity |       | Unit Price (with DDP, Sales Tax<br>& All Applicable Incident Costs) |
|------|--|-------------------------|----------|-------|---|
| 1.   | HEAVY DUTY VEHICLE (Substructure/Chassis as per Specifications)  |                         | 01       |       |   |
| 2.   | FABRICATION AND SUPPLY OF FIRE TRUCK SUPERSTRUCTURE IMPORTED PUMP alongside all accessories as per Specifications. |                         | 01       |       |   |
|      |  | l                       | ŗ        | TOTAL | Rs.   |

### XII. SCHEDULE OF GOODS DELIVERY & WORKS COMPLETION

| Item | Description of<br>Goods & Works  | Quantity | Final Project<br>Site | Bidder's offered Delivery<br>date/Completion Date<br>(state the number of days<br>from signing of<br>Agreement) |
|------|--|----------|-----------------------|---|
| 1.   | DELIVERY OF HEAVY DUTY VEHICLE AT MANUFACTURER'S PREMISE (Substructure/Chassis as per Specifications)              | 1        |                       |   |
| 2.   | FABRICATION AND SUPPLY OF FIRE TRUCK SUPERSTRUCTURE IMPORTED PUMP alongside all accessories as per Specifications. |          |                       |   |

### XI. SPECIFICATIONS

# VEHICLE (4x2 HEAVY DUTY TRUCK) 2016-17 Model Chassis GVW 18000 kg and 8000 GVW (The truck must be

| Chassis   | GVW 18000 kg and 8000 GVW (The truck must be brand new/unused)  |  |  |  |
|---|---|--|--|--|
| Other Specs   | 6 Cylinders, 4x2, Diesel, RHS, minimum 207 HP/2900 rpm or equivalent.   |  |  |  |
| Fabrication > Single cabin will be converted into double cabin with single commo  |   |  |  |  |
|   | inconformity with the original design of the cabin.   |  |  |  |
|   | Rear compartment would have 2 doors and 04 persons SCBA's seats with  |  |  |  |
|   | safety belts and additional hooks for hanging fire turn-out gear.   |  |  |  |
|   | ➤ Side lockers or suitable storage for standard accessories (at least 10 hoses,   |  |  |  |
|   | nozzles, torches, lines etc.) would be provided with proper marking.  |  |  |  |
|   | Rear cabin's fabrication will be done with skeleton made of complete profile  |  |  |  |
| of Aluminum alloy channels which are internationally recommended f  |   |  |  |  |
|   | & Rescue Vehicles size 60 mm (w) * 30 mm (H) and 30mm (w) or better,  |  |  |  |
|   | articulated with each other by special bolts. All open faces to be covered by   |  |  |  |
|   | painted Aluminum sheet.   |  |  |  |
|   | This skeleton will be fixed on the bed of vehicle made of strong M/S Channels   |  |  |  |
|   | and angle iron.   |  |  |  |
| Tool Boxes would also be made of same profile and inner lining wi   |   |  |  |  |
|   | Aluminum Alloy Checkered sheet with doors of boxes made of painted  |  |  |  |
|   | aluminum sheet having S/S lock (imported) for each tool box.  |  |  |  |
| The roof and walking platforms would be covered with aluminum che   |   |  |  |  |
|   | plates of min 16-18-gauge thickness.  |  |  |  |
|   | Ladder /non-slippery steps for access to roof and necessary protection plates   |  |  |  |
|   | and hand rails should be provided as approved by the service.   |  |  |  |
|   | A towing hook at the front and rear would be provided  The numer should be accessible for maintenance. Spare wheel to be suitably   |  |  |  |
|   | The pump should be accessible for maintenance. Spare wheel to be suitably fitted so that water from pump compertment should not drop on it.   |  |  |  |
|   | fitted so that water from pump compartment should not drop on it.  Suitable storage tunnels to accommodate 2 suctions hoses would be provided.  |  |  |  |
|   | <ul> <li>Suitable storage tunnels to accommodate 2 suctions noses would be provided.</li> <li>Suitable gantry system made of s/s for 30 ft. two section Extension Aluminum</li> </ul> |  |  |  |
|   | ladder.   |  |  |  |
| <ul> <li>All fabrication would be user friendly and with no sharp edges.</li> <li>Front and rear reinforced bumper.</li> <li>Compatible 220 Volts Static battery chargers with charging point.</li> </ul> |   |  |  |  |
|   |   |  | Compandie 220 voits static dattery chargers with charging point.               |  |
|   |   |  | Must include all documentation, manuals, original tools and accessories kit as |  |
|   | well as approved, verifiable warranty from original manufacturer.   |  |  |  |
|   | v · · · · · · · · · · · · · · · · · · ·   |  |  |  |

| WATER TANK           |   |  |
|----------------------|---|--|
| Capacity             | Minimum 7000 Liters capacity tanks.                       |  |
| Material             | Stainless Steel (non-magnetic)                            |  |
| <b>Thickness</b>     | Minimum 4mm   |  |
| Suspension           | Torsion free mounted on heavy duty neoprene bearing pads. |  |
| <b>Baffle Plates</b> | Suitable numbers of removable baffle walls.               |  |
| Level                | Glass tube visual level indicator.                        |  |
| indicator            |   |  |
| Mounting             | Flexibly at low level to achieve low center of gravity.   |  |

#### FOAM TANK

| Capacity           | 500 Liters   |  |
|--------------------|--|--|
| Material           | Stainless Steel suitable for all commercial synthetic and easily accessible for filling and maintenance. |  |
| Level<br>Indicator | Glass tube visual level indicator.   |  |
| Fitting            | All piping would be of stainless steel and brass valve.  |  |

#### FIRE PUMP

| Type                         | PTO driven centrifugal fire pump (Panel A) and Engine Driven Pumps strictly as per NFPA standards  |  |
|------------------------------|--|--|
| Delivery                     | 3000 Liters /Min and 1600 Liters /Min. at 10 Bar.  |  |
| Pump<br>Shaft                | S/S  |  |
| Priming<br>System            | Built – in Priming   |  |
| Digital<br>Display<br>System | The gauges would be of latest digital display system with knob based control (Panel –A) with easy reading of all necessary information and direct handling by Fire Rescuers. This perfect pump control system displays and gives the self-diagnostic capability, programmable, |  |
| Pump<br>control              | sensors for intake and discharge, full engine status display including CHECK and STOP engine indicators and retains fault warning history.   |  |

#### FOAM PROPORTIONING SYSTEM

| Material  | Gun metal / Stainless Steel   |  |  |
|-----------|---|--|--|
| Admixing  | 1,3 and 6 Person  |  |  |
| Ratio     |   |  |  |
| Perfect   | Latest digital display foam control system (Panel-A) with features of foam discharge control, |  |  |
| Foam      | water flow to valve position chart, wide operating range, adjustable Foam up and down quickly |  |  |
| Control   | for all situation with proven reliable for high flow operation.                               |  |  |
| System    | ·   |  |  |
| Location  | Around the pump   |  |  |
| Water/Foa | S.S. water / foam monitor fitted on the top of vehicle with minimum discharge of 1400-        |  |  |
| m         | 1800 lpm and throw of 150 ft  |  |  |
|           | > Rotation 360 degree   |  |  |
|           | Elevation 70-15 degree  |  |  |
|           | Adjustable nozzle 1100-1600 lpm with range of 55 m at 8-10 bar (imported).                    |  |  |
| _         | Monitor branches would be interchangeable with instantaneous coupling.                        |  |  |

| UHPS                                 | Ultra high pressure system with 25 to 26 LPM delivery, 10HP gasoline engine, 3200 PSI rated Pressure and 3800 PSI Max Pressure gun, 25ft hose   |  |
|--------------------------------------|---|--|
| Hose Reel with Nozzle (Water & AFFF) | One $\frac{3}{4}$ " x100 ft high pressure rubber hose reel of 50-230 lpm (imported) with range of 35 meters located at the rear of the vehicle with pistol grip hand controlled nozzle. |  |

#### STANDARD ACCESSORIES

| No | Description  | Qty.    |
|----|--|---------|
| 1  | LED Warning light bar with<br>minimum 200 dB heavy duty siren<br>and P A system with 1 year<br>warranty                        | 01 no.  |
| 2  | Suction wrenches   | 02 no.  |
| 3  | 30 feet Light<br>Alloy(2section)Extension Ladder<br>meeting testing criteria certified by<br>ladder manufacturer               | 01 no.  |
| 4  | High intensity search light (2 in front 2 at rear )rust proof of min 250,000 candles power( imported )                         | 02 no.  |
| 5  | High power rechargeable hand hold LED light of minimum 500 Lumens with 24 volt charging option, working time minimum 02 hours. | 02 no.  |
| 6  | Suction Hose 3 ½" -4"x3 meters with gunmetal coupling (size to be compatible to pumps suction mouth)                           | 02 no.  |
| 7  | Copper strainer  | 01 no.  |
| 8  | Selectable Gallonage Branch<br>Nozzle range 115-230-360-475<br>LPM, light alloy type   | 01 no.  |
| 9  | Hand control on/of nozzle  | 02 no.  |
| 10 | Basket Strainer with rope  | 02 no.  |
| 11 | Inspection Lamp 12 V with 100,Cord(50,000 candles)with tripod  | 01 no.  |
| 12 | Collecting and dividing breaching hand controlled gun metal of 65 mm instantaneous couplings.                                  | 01 each |
| 13 | Telescopic Ladder (3.5M length)  | 01 no.  |
| 14 | Inside, outside rubber embedded delivery   | 08 no.  |
| 15 | Snake Catcher  | 02 no.  |

| 16        | Rescue 5 in one Tools Set Kit       |           |
|-----------|-------------------------------------|-----------|
|           | (Panel A) Rescue in 5 one Tools Set |           |
|           | kit with interchangeable tips for   |           |
|           | metal after car, plane or train     |           |
|           | crashes breaking concrete and       |           |
|           | masonry, breaking padlocks and      |           |
|           | bolts for opening doors and         |           |
|           | windows.                            |           |
| 17        | Fire Hook                           | 02 no.    |
| 18        | Fire Crow Bar                       | 01 no.    |
| 19        | Bolt Cutter electrician type with   | 01 n0.    |
|           | 20000 volts capacity (24 inches)    |           |
| 20        | Bolt Cutter Heavy Duty (24 inches)  | 01 no.    |
| 21        | Fire Man Axe with insulated handle  | 02 no.    |
| 22        | Hammer 10 Pounds                    | 01 no.    |
| 23        | 30 Meter long Min.10mm Rescue       | 01 no.    |
|           | line with bag                       |           |
| 24        | 30 Meter long Min. 12 mm            | 01 no.    |
|           | polypropylene rope with bag.        |           |
| 25        | DCP Fire extinguisher 12Kg          | 04 no.    |
|           | capacity                            |           |
| <b>26</b> | CO2 Fire extinguisher 45 Kg         | 02 no.    |
|           | capacity                            |           |
| 27        | High voltage gloves 11000 volts     | 02 pairs. |
| 28        | Fire Gloves (nomwx/Kevlar           | 06 pairs. |
| 29        | Shovels/Karahi                      | 03 Each   |
| 30        | SCBA                                | 04 NO.    |
| 31        | Complete Fire Suits with helmets    | 04 no.    |
|           | shoesetc.                           |           |
| 32        | Smoke Ventilator                    | 01 no.    |
|           |                                     |           |

#### **OTHER SPECIFICATIONS**

- 1. All superstructure materials and goods must be as per NFPA 1901 standards.
- 2. Delivered vehicle with superstructure shall pass Standard Road test as per NFPA.
- 3. The colour coating of the vehicle shall be **Fire Engine Red.** Relevant standard colour coatings must be utilized for accessories/equipment/material as per industry standards.
- 4. Weatherproof logo stickers of Sundar Industrial Estate (as provided) shall be placed at various locations of the Fire Tender Vehicle.

#### **DURATION OF PROJECT**

Contractor shall deliver the Vehicle with all equipment/goods as in Specifications of these documents within Twelve (12) weeks from the signing of agreement.