

TENDER DOCUMENTS

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

**Board of Management,
Sundar Industrial Estate**



**Single Stage Two Envelope
Bidding Procedure**

For any clarifications:

Dy. Manager Security /HOD ISU

BOMSIE

Phone # 042-35297291-93

TABLE OF CONTENTS

Clause No.	Description	Page No
Section-I: INVITATION TO BID (IB)		5
Section-II: INSTRUCTIONS TO BIDDERS (ITB)		7
(A) GENERAL		8
IB.1	Scope of Bid	8
IB.2	Source of Funds	8
IB.3	Eligible Bidders	8
IB.4	One Bid Per Bidder	8
IB.5	Cost of Bidding	9
IB.6	Site Visit	9
(B) BIDDING DOCUMENTS		9
IB.7	Contents of Bidding Documents	9
IB.8	Clarification of Bidding Documents	10
IB.9	Amendment of Bidding Documents	10
(C) PREPARATION OF BIDS		10
IB.10	Language of Bid	10
IB.11	Documents Comprising the Bid	10
IB.12	Bid Prices	12
IB.13	Currencies of Bid and Payment	13
IB.14	Documents Establishing the Eligibility of the Bidder	13
IB.15	Documents Establishing the Eligibility of the Works	13
IB.16	Documents Establishing the Conformity of the Works To the Bidding Document	13
IB.17	Documents Establishing the Qualification of the Bidder	13
IB.18	Bid Validity	14
IB.19	Bid Security	14
IB.20	Alternate Proposals by Bidder	15
IB.21	Performance Security	15
IB.22	Format and Signing of Bid	15

Clause No.	Description	Page No
(D) SUBMISSION OF BIDS		16
IB.23	Sealing and Marking of Bids	16
IB.24	Deadline for Submission of Bids	17
IB.25	Late Bids	17
IB.26	Modification, Substitution and Withdrawal of Bids	17
(E) BID OPENING AND EVALUATION		18
IB.27	Bid Opening	18
IB.28	Process to be Confidential	18
IB.29	Clarification of Bids	19
IB.30	Examination of Bids & Determination of Responsiveness	19
IB.31	Correction of Errors	19
IB.32	Evaluation & Comparison of Bids	20
IB.33	Post Qualification of the Bidder	21
(F) AWARD OF CONTRACT		21
IB.34	Award	21
IB.35	Procuring Agency's Right to Accept any Bid and to Reject any or all Bid	21
IB.36	Notification of Award	21
IB.38	Signing of Contract Agreement	22
IB.39	General Performance of the Bidders	22
IB.41	Instructions not Part of Contract	22
IB.42	Margin of Preference	22
Section-III: BIDDING DATA SHEET		23
Section-IV: BIDDING FORMS		26

Clause No.	Description	Page No
Section-V: SCHEDULES TO BID		29
Schedule A:	Price Schedule for Works to be Executed from within the Procuring Agency's country	30
Schedule B	Manufacturer's Authorization	31
Schedule C	List of Works to be supplied / BOQ	32
Schedule D	Delivery and Completion Schedule	33
Section-VI: STANDARD FORMS		34
Form of Bid Security		35
Form of Performance Security		37
Form of Contract Agreement		39
Form of Advance Payment Security		41
Form of Integrity Pact		
Section-VII: CONDITIONS OF CONTRACT & CONTRACT DATA		44
Section-VIII: SPECIAL CONDITIONS OF CONTRACT		61
Section-IX: TECHNICAL SPECIFICATIONS		63

Section-I: INVITATION FOR BIDS

TENDER ADVERTISEMENT**SUBJECT: FABRICATION OF SUPERSTRUCTURE OF AERIAL PLATFORM LADDER (APL) WITH EQUIPMENT & ACCESSORIES**

Sundar Industrial Estate intends to invite sealed bids for procurement/ **FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S & ACCESSORIES** **against** an estimated expenditure of Rs.54340950/=(Five Crore Forty Three Lacs Forty Thousand Nine Hundred and Fifty Pak Rupees) which may increase by 15% according to requirement if later arise. All prospective bidders who are registered with PEC (C5/E) or above and ME01 to ME07 Category and Income Tax, Sales Tax Departments of Federal Government and Punjab Revenue Authority shall be eligible to apply.

Punjab Procurement Act 2009 and Punjab Procurement Rules 2014 amended up to date shall be the operating law / rules.

The bidding process shall be open bidding competition under Single stage Two envelope modality.

All the prospective bidder interest to participate in the bidding process either can acquire the bidding document directly from Board of Management Sundar Industrial Estate of PROCURING AGENCY on payment of Rs. 1000/- (non-refundable) in the form of Bank Draft/Pay Order issued by any schedule Bank of Pakistan in favor of **Board of Management of Sundar Industrial Estate (BOMSIE)** during working hours (from 09 AM to 05 PM) or on any working day from the office of BOMSIE. The document can also be downloaded from the website www.sie.com.pk or from www.ppra.punjab.gov.pk. In case the bid document is downloaded from aforementioned websites it will not be accepted unless it carries the required payment pay order or bank draft or Bank Challan or deposit slip in original.

All bids prepared in accordance with the requirement of bid document along with the bid security @ 2% (Rs.1086819/-) in the form of CDR/Pay order/Bank draft or Bank guarantee issued by a schedule bank in Pakistan in favor of **Board of Management of Sundar Industrial Estate (BOMSIE)** valid for a period of 180 days beyond the bid validity in the form of bid validity on or before Six Months. Tender Documents Receiving Closing Time & Date is 11:00 hrs. on 18.04.2022 . Tender opening dates & Time 1. First Stage Technical offer Open at 11:30 hrs. On 18.04.2022

2. Second Stage (Financial) will be intimated to qualified bidders after first stage evaluations.

In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid. The Prospective bidders submit their bid at the following address Board of Management Sundar Industrial Estate Gate No.2 Sundar Lahore . Rescue Building Gate No.2 Sundar Industrial Estate Sundar .

The bidder shall also be required to submit an undertaking on Rs. 100 stamp paper along with the bid document that it has neither been blacklisted by any Government owned institutions or he has not gone into court against any such order.

The prospective bidders requiring any further information or clarification regarding the bidding document may contact the PROCURING AGENCY designated officer in writing or by visiting at the following address. Board of Management, Sundar Industrial Estate Gate no 02 Raiwind Road Lahore

Contact no. 042-35297291-3 Mobile no. 0317-9998071-72 Email Info@sie.com.pk,

NOTE: Only those requests seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received 7 days prior to the deadline for the submission of the bid shall be responded.

H.O.D (ISU) BOMSIE

Section-II:
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

IB.1 Scope of Bid

- 1.1 Board of Management Sundar Industrial Estate Sundar Lahore hereinafter called “the Procuring Agency” wishes to receives bids for fabrication of superstructure of Aerial Plat Form Ladder (APL) with equipment’s and accessories at Sundar industrial estate complete in all respects as described in these bidding documents and summarize in the bidding data hereinafter referred to as the “work”.
- 1.2 The successful Bidder will be required to execute the work within the given time line specified in the Bidding Documents.
- 1.3 For purposes of this Clause, the term “Works” includes commodities, raw material, machinery, equipment, and industrial plants.
- 1.4 The term “country of origin” means the country where the Works have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.5 The bidding process shall be open National Competitive Bidding.

IB.2 Source of Funds

- 2.1 BOM-SIE approved Budget.(2021-22)

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders/Applicants who are on active taxpayer list of FBR (Valid Copy of NTN and GST certificates) shall be required to be submitted along with bid to substantiate the claim. Eligibility of Bidder shall be based on data provided as per clause IB.11.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for work. All cost in this respect shall be borne by the bidders.

B. BIDDING DOCUMENTS**IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to Invitation for Bids, shall include as mentioned below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data Sheet
3. Form of Bid and
4. Schedules to Bid
 - (i) Schedule A: Price Schedule for Works to be offered
 - (ii) Schedule B: Manufacturer's Authorization
 - (iii) Schedule C: List of Works / BOQ
 - (iv) Schedule D: Delivery and Completion Schedule
5. Standard Forms
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Advance Payment Security
6. General Conditions of Contract (GCC)
7. Special Conditions of Contract

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

IB.8 Clarification of Bidding Documents

8.1 Any clarification(s) in respect of the Bidding Documents may be sought from the Procuring Agency designated officer in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency will respond to any request for clarification which it receives at least 07 days prior to the bid submission time, stated in the Bidding Data.

IB.9 Amendment of Bidding Documents

9.1 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 prospective Bidder, modify the Bidding Documents addendum.

9.2 Any addendum pursuant to Sub-clause 7.1 advertised as the original was advertised thus issued shall be part of the Bidding Documents in terms of rule 25(4) shall be communicated.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.24

C. PREPARATION OF BIDS**IB.10 Language of Bid**

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

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

(a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder.

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

(a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

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

Documents to be attached with Technical Proposal / Bid

Applicant/Bidder must attach following documents with Technical Proposal: -

1. Profile of company.
2. Bidder shall submit their financial capabilities in form of Balance Sheet / Bank Statement for last year.
3. Provide documentary evidence of manufacturing Ten 10 Aerial Plat forms with provision of Aerial Fire Fighting System with Escape Chute with Minimum 60 ft Height last five years.
4. Documentary evidence of registration with FBR regarding Income /Sales Tax & PRA.
5. Firms/Manufacturers/Contractors shall be registered with PEC under C5/E & ME01 to ME-07.
6. Bidder shall submit undertaking on Rs.100 stamp paper declaring not blacklisted by any Government/Semi-Govt./Autonomous body.
7. Manufacturer shall also submit the exclusivity certificate

8. Manufacturer must also submit the proof of manufacturing of four (04) numbers of 80 ft Aerial Plat Form Ladders
9. Manufacture shall also submit the “EN-280” International Certification.

Documents to be attached with Financial Proposal / Bid

1. Form of Bid, duly filled, signed and stamped.
2. Form of Bid Security, duly filled, signed and stamped.
3. Price schedule duly filled, signed and stamped.
4. 2% Bid security i.e. **PKR 1086819/-** of estimated price should attach issued by scheduled bank of Pakistan in shape of CDR/DD/PO/Bank Guarantee in favor of Board of Management, Sundar Industrial Estate.

IB.12 Bid Prices

- 12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Works, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer’s Authorization (on the format provided) in case the Bidder is not himself the manufacturer.
- 12.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule C to Bid), the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 12.4 The Bidders shall fill in rates and prices for all items of the Works described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 12.5 All duties, taxes and other levies payable by the Contractor / Vendor / Manufacturer/ under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Works to the Procuring Agency. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the

Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the final prices shall be quoted by the Bidder entirely in Pak rupees including all Taxes Duties and levies applicable.

IB.14 Documents Establishing the Eligibility of the Bidder

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

- (a) Provide the eligibility documents as per ITB Clause 3; and
- (b) If the Bidder is an existing or intended JV in accordance with ITB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.15 Documents Establishing the Eligibility of the Works

- 15.1 To establish the eligibility of the Works in accordance with ITB Clause 1-3, Bidders shall complete the country of origin declarations in the Price Schedule Forms, & Appendices to Bid.

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

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

IB.17 Documents Establishing the Qualification of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Procuring Agency's satisfaction that the

Bidder meets each of the qualification criterion specified in Bidding Documents.

- 17.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Works it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Works to supply these Works in the Procuring Agency's country.
- 17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Procuring Agency's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

IB.18 Bid Validity

- 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

- 19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount **stipulated in the Bidding Data in Pak Rupees.**
- 19.2 The Bid Security shall be, at the option of the Bidder, in the form CDR/DD/PO/Bank Guarantee from Scheduled Bank in favor of **Board of Management, Sundar Industrial Estate.**
- 19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 19.5 The Bid Security of the successful Bidder will be returned when the Successful Bidder submitted the performance guarantee and signed the Contract

Agreement/issuance of Purchase Order.

19.6 The Bid Security may be forfeited:

- (a) If the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
- (b) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or
- (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.20 Alternate Proposals by Bidder

- 20.1 Should any Bidder consider that he can offer any advantages to the Procuring Agency by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 20.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Procuring Agency as the basis for the award of Contract to such Bidder.

IB.21 Performance Security

- 21.1 10% of contract amount after issuance of Letter of Intent to successful bidder.

IB.22 Format and Signing of Bid

- 22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 22.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 22.4 Each Bidder shall prepare by filling out the forms completely and without

alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

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

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

- 23.1 Each Bidder shall submit his bid as under:
- (a) Technical/Financial proposal as per clause **IB.11** shall be submitted in sealed envelope.
 - (b) Both technical and financial proposals shall be placed in single envelope.
 - (c) The outer envelope shall be clearly marked as ORIGINAL and COPY of bid and addressed/identified as given in Sub-Clause 23.2 hereof.
 - (d) The Bids shall be opened and evaluated as per Single Stage Two envelope procedure of PPRA rules.
- 23.2 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 Data; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.25

- 23.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.24 Deadline for Submission of Bids

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

IB.25 Late Bids

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

IB.26 Modification, Substitution and Withdrawal of Bids

- 26.1 Any Bidder may modify, substitute or withdraw his bid after bid submission

provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency atleast three days prior to the deadline for submission of bids.

- 26.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 26.3 No bid shall be allowed to be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.
- 26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

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

IB.28 Process to be Confidential

- 28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Procuring Agency’s processing of bids or award decisions may result in the rejection of such Bidder’s bid. Whereas any

Bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

- 30.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid is substantially responsive to the requirements of the Bidding Documents or not.
- 30.2 The envelope containing Technical Proposal will be opened first and bid will be evaluated as per IB.11. The envelope containing Financial Proposal will be opened only of those bidders who found technically responsive. Financial bid of non-responsive bidders shall be returned unopened except those who prefer going for grievance against the technical evaluation.
- 30.3 A substantially **Responsive Bid** is one which (i) meets the eligibility criteria; has been properly signed; (ii) is accompanied by the required Bid Security; (iii) prepared in-line with requirements stated under clause **IB.11** and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 30.4 If a bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring

Agency as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

31.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

32.1 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.31;
- (b) Excluding Provisional Sums and the provision, if any, for contingencies; and
- (c) Making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria

32.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

32.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Procuring Agency's estimate of the cost of Works to be delivered under the Contract, the Procuring Agency may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Procuring Agency against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

- 33.1 An affirmative determination shall be a prerequisite for award of the Contract to the respective Bidder. A negative determination shall result in rejection of the Bid.
- 33.2 The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Procuring Agency's of the previously awarded contracts, interalia, reject his bid.

F. AWARD OF CONTRACT

IB.34 Award

- 34.1 Subject to Clauses IB.35 and IB.39, the Procuring Agency will award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid. In case the lowest evaluated bidder fails to execute the contract. The Procuring Agency in such eventuality shall proceed to the next lowest evaluated bid.
- 34.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or 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.

IB.35 Procuring Agency's Right to accept any Bid and to reject any or all Bids

- 35.1 Notwithstanding Clause IB.34, the Procuring Agency reserves the right to reject all the Bids, and annul the bidding process, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly by notifying it on Procuring Agency website.
- 35.2 At the time the Contract is awarded, the Procuring Agency reserves the right to increase or decrease the quantity of Works originally specified in Delivery and Completion Schedules which shall not be more than 15% of the contract value duly provided in the bidding documents, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

- 36.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay to the Contractor in consideration of the delivery of Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
- 36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Procuring Agency may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.
- 36.3 Upon signing of contract agreement / issuance of purchase order to the successful Bidder, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.38 Signing of Contract Agreement

- 38.1 Within 07 day from the issuance of Letter of Acceptance under the Conditions of Contract, the bidder shall be required to provide the contract on a Rs. 100 judicial paper
- 38.2 The formal Agreement between the Procuring Agency and the successful Bidder shall be executed within 03 days of the receipt of the Contract Agreement between the successful Bidder and the Procuring Agency.

IB.39 Instructions not Part of Contract

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

IB.40 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.
[Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

Section-III: Bidding Data Sheet

BIDDING DATA

1. **Name and address of the Employer/ Procuring Agency :**
Board of Management Sundar Industrial Estate,
Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore.
2. **Name of the Project & Summary of the Works:**
“FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES”
3. **Time limit for clarification:**
The bidder may request clarification of the bid documents, in written, at least 7 days before bid opening date.
4. **Bid language:**
All bids shall be in the English language.
5. **Period of Bid Validity:**
90 days from the date of bid opening.
6. **Amount of Bid Security:**
Two (02) percent (i.e. PKR:1086819/-) of the total Estimated Budget Value.
7. **Defect Liability Period:**
6 months w.e.f Completion of works at Site and Issues of T.O.C (Taking of Certificate) Delivery at Gate No. 2 BOMSIE Sundar Industrial Estate (Rescue Building) Sundar Industrial Estate.
8. **Estimated Budget Value:**
PKR: 54340950/= (Four Crore Forty Three Lacs Forty Thousand Nine Hundred & Fifty Pak Rupees Only)
9. **Number of copies of the bid to be completed and returned:**
One (1) ORIGINAL and one (01) COPY
10. **Employers / Procuring Agency address for the purpose of bid submission:**
Board of Management Sundar Industrial Estate, Gate # 2, Sundar-Raiwind Road, Lahore, Pakistan.
11. **Name and number of the contact:**
Dy. Manager Security (BOMSIE)/ HOD ISU ,BOMSIE
042-35293291
12. **Deadline for submission of bids:**

at.

13. Venue, time and date of bid opening:

Conference Room, BOMSIE Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore at.

14. Time for Completion with delivery to SIE:

One Year (365days) w.e.f Purchase Order or signing of contract agreement

15. Responsiveness of Bids:

The responsiveness of the tenders shall be ascertained as the conditions below:

- a) The Bids meet with clause IB.3 and in-line with requirements stated in clause IB.11 to these bidding documents.
- b) The bid is valid till the required period.
- c) The bid prices are firm and final for the contract.
- d) Completion period offered is within specified limits.
- e) The Tender does not deviate from Basic Requirements.

16. Currency:

Payment of Contract Price shall be in Pakistani Rupees.

17. Terms of Payments:

- The Contractor will be entitled for payment entitled to payment of mobilization advance up to max 50% of contracted amount against bank guarantee of equivalent amount and will be deducted from work done Amount .
- The remaining payment will be paid after completion of Project.

18. Retention of Payment

Retention money of 5% of the work done will be deducted from each payment and will be released after successful completion of defect liability period.

19. Liquidated Damages for Delay

The rate of liquidated damages shall be at the rate of 0.1 Percent per day up to maximum of Ten (10) Percent of Contract Price.

19.A Performance Security:

10% of Contract amount. And will be released after successful completion of Defect Liability period (DLP).Defect Liability Period will be One Year

19.B The APL has One Year Warranty Starting from date of delivery against any kind of faulty parts or mechanical Failure. General services of machinery every Six Months for the period of 3 years after completion of warranty period at the cost of supplier.

Section-IV: BIDDING FORMS

Form of Bid

Date: _____

Bid Reference No. _____
(Name of Contract)

To:

Gentleman,

We, the undersigned, declare that:

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

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

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

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

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

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

Section-V: SCHEDULES TO BID

Schedule-A

Price Schedule

Name of Bidder _____ Bid Reference Number _____

Sr. No	Work Description	Unit	QTY	Rate Including All Taxes	Total Amount Including all Taxes
1.	Fabrication of Super structure of Aerial Plat Form Ladder (APL) with Equipment & Accessories (As per Technical Specifications given in Tender Documents)	No	01		
Grand Total Including All Taxes					

Amount in Words:

Note:-

- Prices should be inclusive of all govt. duties and taxes.
- Prices should be in Pakistan Rupees.

Sign /Stamp

Schedule-B

Manufacturer's Authorization

Date: _____

Bid Reference No.: _____

Invitation for Bid No.: _____

To: _____

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

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

Name _____

In the capacity of: _____

Signed _____

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

Date _____

Schedule-C**List of Works to be supplied / BOQ**

Sr. No.	Work Description	Units of Measurement	QTY
01	Fabrication of Super structure of Aerial Plat Form Ladder (APL) with Equipment & Accessories (As per Technical Specifications given in Tender Documents)	NO.	01

Schedule-D

Delivery and Completion Schedule

Sr. No.	Work Description	Units	Quantity	Completion Time	Location
1.	Fabrication of Super structure of Aerial Plat Form Ladder (APL) with Equipment & Accessories (As per Technical Specifications given in Tender Documents)	No.s	01	365 days w.e.f issuance of purchase order / Signing of Contract Agreement	Industrial Safety Unit (ISU) Board of Management, Sundar Industrial Estate, Gate No.2 Raiwind Road, Lahore

Section-VI: STANDARD FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
ADVANCE PAYMENT SECURITY
INTEGRITY PACT**

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____Name of Principal (Bidder) with
address: _____Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered _____ and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) That in the event of;
 - (a) The Principal withdraws his Bid during the period of validity of Bid, or
 - (b) The Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) Failure of the successful bidder to

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

- (i) Furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
- (ii) Sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

PROVIDED ALSO THAT the Employer 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 Employer 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. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with

address: _____

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

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) _____ for _____ the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, 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.

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

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

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

PROVIDED ALSO THAT the Employer 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 Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

1. Signature _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of _____ 200 ____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

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

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____

_____ (Particulars of Contract), with

_____ (hereinafter called the Contractor).

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

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

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer 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.

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

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

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

INTEGRITY PACT**DECLARATION OF FEE AND COMMISSION ETC. PAYABLE
BY THE SUPPLIERS OF WORKS, SERVICES & WORKS IN
CONTRACTS WORTH
R S. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

Hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

[Name of Supplier/Manufacturer] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Seller/Supplier: _____

Signature: _____

Date: _____

ed under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent

Section-VIII: Special Conditions of Contract

SPECIAL CONDITIONS

1. If as a result of the inspection, examination or testing, the delivered Works / work do NOT fulfill the agreed requirements of the Employer, may reject the products and upon failure to meet the Employer's requirements as per the Tender Documents, the contract may be terminated. Putting the supplier/contractor in default.
2. The original offer / bid security should be submitted. Photocopies shall not be entertained and result in rejection of Bid.
3. Bidder shall submit warranty/guarantee certificate on company letter head duly signed and stamped of one year at time of delivery at Procuring Agency's site.
4. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.
5. Any bidder, that fail to meet the eligibility criteria and submit uncompleted documents shall be rejected.
6. It shall be responsibility of bidder to develop understanding with project at their own risk and cost.
7. All required test responsibility of contractor
8. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.
10. Manufacturer shall be PEC Registered with Minimum Category (C5/E) or Above (Due Project Worth) in Relevant Codes ME05 & 06 for at Least 1 Year.
 - 1) Manufacturer / Vendor Shall have Minimum Two Engineers.
 - 2) Manufacturer/ Vendor Shall have CNC Plasma Cutter
 - 3) Manufacturer/ Vendor Shall have a work Order in hand of 100 Million.
 - 4) Manufacturer /Vendor or Manufacturer shall have following experience
 - a. Minimum 10 years of Manufacturing experience of 60 feet or above height Aerial Platforms.
 - b. Manufactured minimum 25 Units of 60 feet or above height Aerial Platforms (Attached Work Orders)
 - c. Manufactured minimum of 10 Aerial Platform with provision of Aerial Fire Fighting System and Height minimum 60 feet and Escape Chute as Required in Current Bid (Attach Work Orders)
 - d. Minimum 5 years of Successful Operation Certificate / Satisfactory letter from 5 Users.

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S &ACCESSORIES

- e. Manufacturer should not be black listed in any Government or Semi Government Department or Organization (Stamp Paper)
- f. Information on any litigation, arbitration, blacklisting or encashment of Performance Bond resulting from contracts Completed or under process by bidder over last Ten Years. The information shall indicate the Parties Concerned, the disputed amounts and the result thereof.
- g. Details of all litigations with Government or Semi Government Departments.
- h. Manufacturer must have manufactured at least four (04) Numbers of 80 feet Height Aerial Plat forms.
- i. Manufacturer should also have ISO Certification (9001, 14001& 45001)
- j. Manufacturer Shall also submit the EXCLUSIVITY CERTIFICATE as well
- k. Manufacturer of APL Must have at least "EN-280" International Certification.

Section-IX: Technical Specifications

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S & ACCESSORIES

01	Rescue Aerial Fire Fighting Platform	Working Height: 80 Feet with SS Telescopic Water channel Water Tank Capacity 2500 Liter 04" water Suction Line, 2.5" Delivery / External Water Filling Inlet Point Foam Tank capacity 400 ltr CO2 tank capacity 50 kg Electronic Safety features incorporated Can Bus system (EN-280 Compliant)
02	Water Monitor Electric operated	Water Monitor Electric operated SS304 construction Flow rate: 3000 lpm Automatic nozzle Vertical Travel of 180° (90° each side) Horizontal 360° Power supply: 24Vdc Power consumption 24V @ 7.5A Monitor outlet: 2.5' Joystick controlled
03	Fire Pump (EUROPEAN)	2-Stage Centrifugal pump 3000 lpm @ 10 bar 250 lpm @ 40 bar Compliant EN 1028-1 Standard Equipped with foam proportionating system automatic priming system, made of corrosion resistant light alloy material
04	Accessories i) Escape Chute	80 feet spiral emergency escape chute attachable with the rescue cage for evacuation of victims from height with metal frame for rescue & evacuation of people.
05	ii) Range finder	Hand held Laser Range finder, allowing pre planning of Aerial Platform positioning by measuring distance and angle of target location to approach
06	iii) Area Illumination Lights	Portable Battery based Area illumination Aid in Night Recovery Operations Removable battery Different level of light operation to be included. Intelligent Power Display. Fully Portable with chargers. 180-360' area illumination option. Mast height to be not less than 1.27m. IPX5 or higher waterproof (Can resist a sustained, low pressure water jet spray). Rate Brightness - minimum 3500 lumen Weight - less than 8 kg
07	iv) Hydraulic Combi-tool (Origin: Europe)	Nominal working pressure Optimized: 350 bar Operational weight: 11.8 kg (±0.2kg) Max. cutting opening: 290 mm Max. cutting force: 809 kN / 82.5

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S & ACCESSORIES

		ton ☐ Max. spreading opening: 354mm ☐ EN 13204 classified With Powerpack
08	Fire Suit	Fire Suit (EN-469) Compliant with Fire Helmet
09	Delivery hoses	Fire delivery hoses 2.5"
10	Cameras & LCD	Cameras & LCD (In cabin screen to view Aerial Operation)
11	Axe	Fire man Axe with insulated handles
12	Ground Monitor	Ground Monitor (European)
13	Gas Monitor	Multi gas monitors European
14	Walkie talkies	Walkie Talkies (IP - 67) or of Good Brand or Origin
15	Bases	For Communication System
16	Self-Contained Breathing Apparatus	Scaba (15 Minutes)
17	Safety Goggles	Safety Goggles (European) Scratch proof/.
18	BOOM TYPE	The Booms are multi stage telescopic with 01 main and 04 telescopic extensions and in the end 01 articulated Jib Boom.
19	ROTATION	Heavy-duty slew ring on rigid base for smooth 360° rotation by hydraulic drive motor. (European)
20	BUCKET LEVELING	Bucket level automatically and positive maintained by Hydraulically with constant loading throughout complete range of movement.
21	STEEL CAGE	Steel Cage for greater protection. Cage Dimensions: 1.4m x 0.8 m x 1.1 m 02 x LED lights installed in cage for night operation. Arrangement is provided for attaching rescue escape chute for emergency escape of casualty / rescue person (Option applicable with Escape chute only).
22	CAGE ROTATION	160 degree (80° degree each side ±5°)
23	BUCKET LIFTING	220 Kgs or 02 men payload. Overload safety: Bucket is equipped with overload monitoring device and stops the equipment for uncontrolled or overload movement. Load is indicated on the display at Cage and Turret
24	STABILITY	Four Out Riggers: 2 in front and 2 at back, located within the width of the vehicle, hydraulically extended horizontally. They should be strong enough to sustain the working of hydraulic platform at maximum height and at all angles. Controls for deployment of out riggers should be located at the rear side. Electronic system to be incorporated for Auto leveling feature of outriggers with indication when vehicle is in leveled position. Control panel for outrigger shall be equipped with on/off key and emergency stop button. Boom interlocking system (no boom operation without deploying outriggers

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S & ACCESSORIES

25	BOOM CYLINDER	All high performance hydraulic with industrial hard-chromed rods protected and sealed with 'O' rings, "V" Type heat, and oil resistant double acting for safety and smooth operation. Pilot operated holding and check valves are equipped direct on cylinders to prevent cylinder. Retraction load and hold each cylinder in position in case hydraulic failure occurs. Cylinder makes with imported honed tubes & chrome plated shafts
26	HYDRAULIC CONTROLS	The control system with adjustable safety relief valve is fully Electro Hydraulic and Proportional. Two electric panels one in rescue cage and 1 at the bottom of the boom. The control panel in bucket should be a Joystick type equipped with Dead man Switch. Control panel should have one touch emergency stop switch. Upper or lower control panel shall have 7" color display touch screen for real time boom positioning and envelop control view. The main control station at the bottom of the boom should be equipped with chair
27	ELECTRONIC ENVELOP CONTROL SYSTEM	Aerial platform outreach shall be electronically restricted into safe operating envelop which is defined by integration of boom position, boom angle and length, load in cage and outrigger position (fully extended or fully closed) Cage anti-collision shall be incorporated in envelop control system
28	POWER	Power take-off from vehicle engine mountable/de-mountable
29	SAFETY DEVICES	Double action pilot check valve. <ul style="list-style-type: none"> • Load holding & Counter Balance Valve. European • Relief valve adjustable. • Electronic envelop control • Boom interlocking • Cage collision protection
30	HYDRAULIC EQUIPMENT	a. Power Take Off: PTO mounted directly to Vehicle gearbox for power transmission to hydraulic pump b. Hydraulic pump: Gear type hydraulic pump imported having 210 bars to 280 bars. Has been coupled with PTO. c. Oil Tank: A tank of about 60~80 liters capacity with indicating oil level with temperature gauge, filled with hydraulic oil is installed with the equipment. d. Hydraulic Hose Assemblies: High quality hydraulic rubber hoses imported and assemblies made by JIC are used in the Platform. e. Oil Filters: In order to purify the oil for better

FABRICATION OF SUPERSTRUTRE OF AERIAL PLAT FORM LADDER (APL) WITH EQUIPMENT'S & ACCESSORIES

		performance, tank is fitted with in-line filter and suction filters.
31	AUXILIARY ELECTRIC HYDRAULIC PUMP	An electric driven or generator operated auxiliary pump for operation in the event of loss of hydraulic pressure
32	WATER SUPPLY	The water circuit (SS Pipes) with booms and air fire monitor connected in the bucket for fire-fighting entrapped persons rescue
33	FOAM TANK	Capacity: 400 L Material: SS (304 / 316) Thickness: 3~4mm
34	WATER TANK	WATER TANK Suitably located on chassis Capacity: 1500~2000 ltr
35	DELIVERY LINE	04 inlets of 2.5" having single delivery line with quick release coupling of SS/ brass located at the bottom. SS piping for delivery line bottom to cage
36	HOSE REEL	1" x 100 ft. (25mm x 30m) of high pressure hose with jet/spray nozzle. The control valve will provide on the control panel
37	PAINT	The locally available Paint ICI or Dulex will be used. Marking as per requirement
38	WORKING LIGHT	01 Working Light at bucket for night operation
39	EMERGENCY RESCUE ESCAPE CHUTE	Suitable for 75 to 80 feet height. Escape chute is provided which serves in immediate and maximum casualty rescue. 80 feet spiral emergency escape chute attachable with the rescue cage for evacuation of victims from height with metal frame for rescue & evacuation of people.
40	PUMP MOUNTING	Rear mounted
41	DRIVE	Center / Side PTO. Engaged / disengaged electro pneumatically.