FAISALABAD INDUSTRIAL ESTATE
DEVELOPMENT & MANAGEMENT COMPANY

NAME OF PROCUREMENT

PROCUREMENT OF MAINTENANCE EQUIPMENT AND FIRE FIGHTING PLATFORM FOR M-3 INDUSTRIAL CITY NEAR SAHIANWALA INTERCHANGE M-3 MOTORWAY, FAISALABAD

CONTRACT NO. FIC-043

BIDDING DOCUMENTS

OCTOBER 2019

Faisalabad Industrial Estate Development & Management Company (FIEDMC)
1st Floor, FCCI Complex, East Canal Road, Canal Park, Faisalabad,
Tel: 041-9230231-4, Fax: 041-9230235, e-mail: fiedmc@fiedmc.com.pk

Issued to M/s: _____

Date : _____

Issued By : _____

FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT & MANAGEMENT COMPANY

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INVITATION FOR BIDS

FAISALABAD INDUSTRIAL ESTATE
DEVELOPMENT & MANAGEMENT COMPANY
(FIEDMC)

Invitation to Suppliers/Firms/Authorized Dealers
For Procurement of Maintenance Equipment and Fire Fighting Platform
Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck), Road Repair Patcher & self-Propelled Scissor Lift and Fire Fighting Vehicle with Platform 33 meters height
CONTRACT NO. FIC-043

FIEDMC, for maintenance puposes of M-3 Industrial City, intends to procure following brand-new maintenance equipment/goods and fire fighting platform to be delivered at M-3 Industrial City near Sahianwala Interchange, M-3 Motorway, Faisalabad:

Sr. Nr.	Name of Equipment/Goods	Estimated Amount (Rs.)	Bid Security	Bid Security Amount (Rs.)	Bidding Procedure	Bid Submission Date
1.	Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck) 01 No.	35,000,000	2%	700,000	Single Stage Two Envelopes Bidding Procedure	21.11.2019
2.	Road Repair Patcher 01 No.	125,000,000	2%	2,500,000		
3.	Self-Propelled Scissor Lift 01 No.	9,000,000	2%	180,000		
4.	Fire Fighting Vehicle with Platform 33 meters height to coup fire	265,000,000	2%	5,300,000		

Chief Executive Officer, FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT & MANAGEMENT COMPANY, FAISALABAD (Purchaser) invites sealed bids from the suppliers/firms/authorized dealers having enlistment with the tax authorities; proof of it must be appended with the Bid.

Bidders may obtain further information from, inspect the Bidding Documents from PPRA Punjab and/or FIEDMC websites. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application from the office of the undersigned upon payment of a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand Only) in a period from 22.10.2019 to 05.11.2019.

Bids must be submitted in two main envelopes, one marked “Technical Bid” and other as “Financial Bid” under Single Stage Two Envelope Bidding Procedure. All bids must be accompanied by a Bid Security and must be delivered to Office of the Chief Executive Officer, FIEDMC, 1st Floor, FCCI Complex, East Canal Road, Canal Park, Faisalabad, at or before **1530** hours, on 21.11.2019**.**

Any bid received by the Employer after the deadline for submission of bids will be returned unopened.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

Technical Bids will be opened at **1600** hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address. Date of opening of Financial Bids of technically qualified bidders shall be notified at a later date after Evaluation of the Technical Bids.

Punjab Procurement Rules 2014, together with amendments, shall apply.

Chief Executive Officer
FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT & MANAGEMENT COMPANY
1st Floor, FCCI Complex, East Canal Road, Canal Park, Faisalabad,
Tel: 041-9230231-4, Fax: 041-9230235, e-mail: fiedmc@fiedmc.com.pk,

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

1.1 The Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the "Goods".

1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.

1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.

1.4 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants.

1.5 The term "country of origin" means the country where the goods 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.

1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

1.7 The bidding is open to National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

2.1 The Purchaser has applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:

a. A Bidder having the nationality of an eligible country in accordance with Appendix A to Bid.

b. Duly prequalified / enlisted with the Purchaser.

IB.4 One Bid per Bidder

4.1 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 (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 Purchaser 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 Supply of Goods. All cost in this respect shall be at the bidder's own expense.

6.2 The Bidders and any of their personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data
3. Form of Bid and Appendices to Bid
4. Schedules to Bid
   - (i) Schedule A Price Schedule for Goods to be offered from within the Purchaser's country
   - (ii) Schedule B Price Schedule for Goods to be offered from outside the Purchaser's country
   - (iii) Schedule C Manufacturer's Authorization
   - (iv) Schedule D List of Goods
   - (v) Schedule E Delivery and Completion Schedule
   - (vi) Schedule F Inspection and Tests to be carried out
5. General Conditions of Contract (GCC), Part-I
6. Particular Conditions of Contract (PCC), Part-II
7. Standard Forms
   - (i) Form of Bid Security
   - (ii) Form of Performance Security
   - (iii) Form of Contract Agreement
   - (iv) Form of Advance Payment Security
8. Specifications…..Special & Technical Provisions
9. Drawings

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 prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser 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.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser 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 Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. 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;

(b) update the information indicated and listed in the Bidding Data and previously submitted with the prequalification documents which as a minimum, would include the following application for prequalification, and continue to meet the minimum criteria set out in the:
   (i) Evidence of access to financial resources alongwith average annual turnover;
   (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
   (iii) Supply commitments since prequalification;
   (iv) Current litigation information; and
   (v) Availability of critical equipment.

   and

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-C to Bid	Method of Assuring Quality of Goods
Appendix-D to Bid	List of Quality Control/Laboratory Equipment
Appendix-E to Bid	List of Manufacturers / Subcontractors

and other pertinent information such as mobilization programme (under Appendix C to Bid) etc;

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 Purchaser regarding all matters related with and/or incidental to the supply of Goods 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 partner without prior written consent of the Purchaser.

11.3 Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

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 Goods, 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 D to Bid), the Contract shall be for the whole of the Goods 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 Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser 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 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.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract.

12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price

adjustment formulae if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees. A Bidder expecting to incur expenditures in other currencies for Goods supplied from outside the Purchaser's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option, entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

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 Goods

15.1 To establish the eligibility of the Goods 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 Goods to the Bidding Document

16.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and be supplied conform to the specified requirements.

16.2 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 Goods.

16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser 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 Purchaser'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 Purchaser'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 Goods 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 Goods to supply these Goods in the Purchaser's country.

17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Purchaser'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 Purchaser 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 or an equivalent amount in a freely convertible currency.

19.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Purchaser valid for a period 28 days beyond the Bid Validity date.

19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser 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 Bidder has furnished the required Performance Security and signed the Contract Agreement.

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 Purchaser 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 Purchaser as the basis for the award of Contract to such Bidder.

IB.21 Pre-Bid Meeting

21.1 The Purchaser may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

21.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than seven (7) days before the proposed pre-bid meeting.

21.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a 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 Purchaser, 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) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub- Clause 23.2 hereof.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.25 Late Bids

25.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.24 will be returned unopened to such bidder.

(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 Purchaser 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 may 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 Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, 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 Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.

27.4 Purchaser 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 Purchaser'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 fifteen (15) 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 Purchaser 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 Purchaser 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 Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; 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 Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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.

30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, 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 Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Purchaser 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 Purchaser 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 The Purchaser will evaluate and compare only the Bids determined to be substantially

responsive in accordance with Clause IB.30.

32.2 In evaluating the Bids, the Purchaser 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

32.3 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.

32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser 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 Purchaser 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 Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price**,** provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.

34.2 The Purchaser, 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 therefor in writing. They shall form part of the records of that bid evaluation report.

IB.35 Purchaser's Right to Accept any Bid and to Reject any or all Bids

35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid,

and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation 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.

35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, 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 Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods 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, Purchaser 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 Purchaser and the Bidder till signing of the formal Contract Agreement.

36.3 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.37 Performance Security

37.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.38 Signing of Contract Agreement

38.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

38.2 The formal Agreement between the Purchaser and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Purchaser.

IB.39 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with Rule 19 of the Publi

Procurement Rules 2004 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.

IB.40 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.41 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.42 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.]

BIDDING DATA

BIDDING DATA

Instructions to Bidders
Clause Reference

1.1 Name and address of the Purchaser & Summary of Engineering Goods to be procured

Name and address of the Purchaser

Chief Executive Officer
Faisalabad Industrial Estate Development & Management Company
1st Floor, FCCI Complex
East Canal Road, Canal Park
Faisalabad.
Tel. # (041) 9230231-4, Fax # (041) 9230235

Summary of Engineering Goods to be procured

- Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck) 01 No.
- Road Repair Patcher 01 No.
- Self-Propelled Scissor Lift 01 No.
- Fire Fighting Vehicle with Platform 33 meters height

1.7 The bidding is open to National/ International competition as per policy of the government

National Competition

2.1 Source of Funding

The Employer has arranged funds from its own sources.

3.1 Eligible Bidders

Suppliers/Firms/Authorized Dealers having enlistment with the tax authorities (NTN and Sales Tax registration number)

4.1 JV is not allowed

8.1 Time limit for clarification

The Employer, will respond to any request for clarification which he receives earlier than 07 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bid Documents, including a description of the enquiry but without identifying its source.

10.1 Bid language

The same language in which the bid documents are written i.e. English language

11.1 (c) Furnish Technical Proposal

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid meeting requirements for timely delivery of each Equipment:

The bidder to provide the following with his bid:

- Bid Security amounting as per Clause 19 herein below in the form of Deposit at Call or CDR or Bank Draft or Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan. This is the mandatory requirement for evaluation of Technical Proposal, any bid not accompanied with the Bid Security shall be declared non-responsive and shall not be considered for evaluation.
- National Tax Number **(05 mark)**
- Sales Tax Registration Number **(05 mark)**
- Previous record for a period of TEN YEARS of supply of such equipment to any government department/agency, private sector etc. Satisfactory Performance Certificates of these supplies (duly attested by the same department/agency/sector) must be appended. **(Max 10 such supplies each carry 6 marks for each equipment).**

  The bidders are requested to give only the required information in the following format:

Sr. No.	Name of Government Department/Agency	Equipment Supplied	Date of such Supply	Satisfactory Performance Certificate (Attached OR Not)
1		***Should be separate for each equipment***		
…..				
10				

- Present and/or past litigation and arbitration status of the Bidder with any organization, government department or private concerns etc. if “No” write NIL and submit an affricative on stamp paper of Rs. 100 duly notarized in this regard.

  Litigation/Arbitration statement shall be provided in the following format: **(2.5 Marks)**

No.	Name of Person/Entity	Litigation/Arbitration Nature		Procurement name	Litigation/Arbitration date	Litigation/Arbitration result/in progress/concluded	If concluded, mention result

- Affidavit on stamp paper of Rs. 100/ (duly notarize) that the bidder is not blacklisted by any procuring agency, govt. or semi-govt. department, autonomous bodies, international organization and any cantonment boards in Pakistan. **(2.5 Marks)**
- FIEDMC (Purchaser) shall have the right to accept bid for one or more equipment/goods of any bidder who’s Offer for the same equipment/goods has been determined as to have the objective of procurement i.e. Value for Money for

one or more equipment/goods. The Purchaser shall also have the right not to purchase any equipment/goods from any supplier. In this regard, documents required to be submitted by the bidder under this Sub-Clause, shall be considered also.

Undertaking on a stamp paper of Rs. 100/- that the Purchaser (FIEDMC) shall have the right to accept bid for one or more equipment/goods of any bidder whose offer for the same equipment/goods has been determined the Most Valued Engineering Offer and Value for Money, the object of procurement. The Purchaser (FIEDMC) may accept one/more Most Valued equipment/goods from one bidder and one/more Most Valued equipment/goods from others. The Purchaser (FIEDMC) may not accept one/more Most Valued equipment/goods from one bidder and one/more Most Valued equipment/goods from others. **(05 Marks)**

- Operational cost (10 Hours Running/Day for a Year) shall be given by the Bidders with genuine reports from the manufacturers, for the offered equipment. This information shall be given in the following format: **(05 Marks)**

Sr. No.	Name of Equipment/ Offered	Operational Cost 10Hours/Day for a Year (Rs./Year)

- Proof of 3S Services within 300km of Faisalabad. **(10 Marks)**
- Complete list of tools and accessories with the equipment. **(05 Marks)**

QUALIFICATION CRITERIA

- **AT-LEAST 50% (FIFTY PERCENT) MARKS IN EACH OF ABOVE**
- **TOTAL OVERALL MARKS = 75 (SEVENTY FIVE)**

11.2 JV is allowed

13.1 Currencies of Bid and Payment

Bidders to quote entirely in Pak Rupees only
Payment shall be made in Pak Rupees only
Any clause stating any provision regarding foreign currency at any place in the Bidding Documents shall be deemed to be deleted in its entirety.

13.2 Deleted in its entirety

18.1 Period of Bid Validity

Ninety (90) days after the deadline for bid submission
The Validity of the Guarantee should also be as per the Form of Bid Security

19 Amount of Bid Security

Bids must also be accompanied by a Bid Security in the name of FIEDMC, in the amount as stated herein below, in the form of Deposit at Call or CDR or Bank Draft or Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan:

Sr. Nr.	Name of Equipment/Goods	Estimated Amount (Rs.)	Bid Security	Bid Security Amount (Rs.)
1.	Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck) 01 No.	35,000,000	2%	700,000
2.	Road Repair Patcher 01 No.	125,000,000	2%	2,500,000
3.	Self-Propelled Scissor Lift 01 No.	9,000,000	2%	180,000
4.	Fire Fighting Vehicle with Platform 33 meters height to coup fire	265,000,000	2%	5,300,000

20.3 Alternate Proposals by Bidder

Reference is made to Technical Provisions

21.1 Venue, time and date of the pre-Bid meeting

A Pre-Bid meeting, if required, may be held for which the date, time and place will be provided if agreed by the Employer (Purchaser). Likely date of a pre-bid meeting is 12.11.2019

22.4 Number of copies of the Bid to be completed and returned

One original and One copy

23.2 (a) Purchaser's address for the purpose of Bid submission

CHIEF EXECUTIVE OFFICER
Faisalabad Industrial Estate Development &
Management Company
1st Floor, FCCI Complex
East Canal Road
Canal Park, Faisalabad.
Tel. # (041) 9230231-4
Fax # (041) 9230235

23.2 (b) Name and Number of the Contract

Procurement of Engineering Equipment, Crane, Wheel Loader, Excavator, for M-3 Industrial City near Sahianwala Interchange M-3 Motorway, Faisalabad CONTRACT NO. FIC-029.

24.1 (a) Deadline for submission of bids (Both Technical and Financial)

1530 Hours on 21.11.2019

27.1 Venue, time, and date of Bid opening

Venue : *Office of the Chief Executive Officer*
Faisalabad Industrial Estate Development &
Management Company
1st Floor, FCCI Complex
East Canal Road, Canal Park
Faisalabad.
Tel. # (041) 9230231-4; Fax # (041) 9230235

Opening of Technical Bids

*Time : **1600 Hours***
*Date : **21.11.2019***

Opening of Financial Bids

Time and Date ***will be intimated latter to the technically qualified bidders***

37.1 Standard form and amount of Performance Security acceptable to the Purchaser:

Amount of Performance Security shall be per Clause 18.1 of Part II-Conditions of Contract.

FORM OF BID
AND
APPENDICES TO BID

FB-1

FORM OF BID

Bid Reference No. **FIC-043**

Chief Executive Officer
Faisalabad Industrial Estate Development &
Management Company
1st Floor, FCCI Complex
East Canal Road, Canal Park
Faisalabad.
Tel. # (041) 9230231-4
Fax # (041) 9230235

SUBJECT: **Invitation to Suppliers/Firms/Authorized Dealers**
For Procurement of Maintenance Equipment and Fire Fighting Platform
Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck), Road Repair Patcher & self-Propelled Scissor Lift and Fire Fighting Vehicle with Platform 33 meters height
CONTRACT NO. FIC-043

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 Goods/Equipment _____;

(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 are: _____ _____;

(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 _____;

(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 Purchaser;

(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:

FB-2

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 Purchaser 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.

(n) FIEDMC (Purchaser) shall have the right to accept bid for one or more equipment of any bidder whose Offer for the same equipment has been determined the MOST Valued Engineering Offer for one or more equipment.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

_____

Occupation: _____

Appendix - A to Bid

NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial relations

Appendix - B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	----------
Euro	----------
Japanese Yen	----------
U.K. Pound	----------
U.S. Dollars	----------
----------	----------
----------	----------

NOT USED

Appendix - C to Bid

METHOD OF ASSURING QUALITY OF GOODS

[The Bidder is required to submit a narrative outlining the method of assuring quality of Goods/Equipment. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.

2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. The procedures for transportation of Goods to delivery site.

Appendix-D to Bid
Sheet 1 of 2

LIST OF QUALITY CONTROL/ LABORATORY EQUIPMENTS

[The Bidder will provide on Sheet 2 of this Appendix a list of all equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Appendix-D to Bid

Sheet 2 of 2

LIST OF QUALITY CONTROL/ LABORATORY EQUIPMENTS

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Purpose of Utilization	Condition	Present Location or Source	Date of Availability	Period of Utilization
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

Appendix-E to Bid

LIST OF MANUFACTURERS / SUBCONTRACTORS

I/We intend to supply Goods form the following manufactures or engage the following subcontractors for supply of Goods. In my/our opinion, the manufacturers/ subcontractors named hereunder are reliable and competent to supply of Goods for which each is listed.

Enclosed are documentation outlining experience of manufacturers/subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, Goods to be supplied or transportation to be done, size, location and type of contracts performed in the past.

Description of Goods (Give Details)	**Manufacturers/Subcontractors (With Complete Address)**
1	**2**

Note:

In case, the Bidder is itself either manufacturer or transporter or both, the above table should be filled and requisite documentation be submitted accordingly.

Appendix-F to Bid

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

[The Bidder shall provide organization charts for: (a) procurement of Goods from its source, (b) transportation of Goods from source (Ware House) to delivery point, and (c) the staff to deal with the contractual and other related matters with the Purchaser]

Appendix-G to Bid

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. FIC-029 Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: Procurement of Engineering Equipment, Crane, Wheel Loader, Excavator, Dumpers, for M-3 Industrial City near Sahianwala Interchange M-3 Motorway, Faisalabad

…… [name of Supplier] 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 Pakistan (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] 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] 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] 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] 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] 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 Buyer: FIEDMC…….	Name of Seller/Supplier: …….
Signature: ……..	Signature: ……..
[Seal]	[Seal]

SCHEDULE TO BID

Schedule-A

Price Schedule for Goods
to be offered from within the Purchaser's country

Name of Bidder _____ Bid Reference Number **FIC-043**

1	2	3	4	5	6
Item	**Description**	**Country of Origin** (to be filled by the Bidder)	**No. of Unit**	**Price for the Unit Item including all Taxes and Costs** (Price in Pak Rupees at M3IC)	**Total Price for the total number including all Taxes and Costs** (Price in Pak Rupees at M3IC)
					4 x 5
1	Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck)		01		
	List of Tools and Accessories:				No separate payment shall be allowed for tools and accessories
TOTAL (Pak Rupees)					
Total In Words: Pak Rupees					

Name _____

In the capacity of _____

Signed _____

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

Date _____

- M3IC means M-3 Industrial City near Sahianwala Interchange at M-3 Motorway, Faisalabad.
- Payment shall be in Pak Rupees only

Schedule-A

Price Schedule for Goods
to be offered from within the Purchaser's country

Name of Bidder _____ Bid Reference Number **FIC-043**

1	2	3	4	5	6
Item	**Description**	**Country of Origin** (to be filled by the Bidder)	**No. of Unit**	**Price for the Unit Item including all Taxes and Costs** (Price in Pak Rupees at M3IC)	**Total Price for the total number including all Taxes and Costs** (Price in Pak Rupees at M3IC)
					4 x 5
2	Road Repair Patcher		01		
	List of Tools and Accessories:				No separate payment shall be allowed for tools and accessories
TOTAL (Pak Rupees)					
Total In Words: Pak Rupees					

Name _____

In the capacity of _____

Signed _____

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

Date _____

- M3IC means M-3 Industrial City near Sahianwala Interchange at M-3 Motorway, Faisalabad.
- Payment shall be in Pak Rupees only

Schedule-A

Price Schedule for Goods
to be offered from within the Purchaser's country

Name of Bidder _____ Bid Reference Number **FIC-043**

1	2	3	4	5	6
Item	**Description**	**Country of Origin** (to be filled by the Bidder)	**No. of Unit**	**Price for the Unit Item including all Taxes and Costs** (Price in Pak Rupees at M3IC)	**Total Price for the total number including all Taxes and Costs** (Price in Pak Rupees at M3IC)
					4 x 5
3	Self-Propelled Scissor Lift		01		
	List of Tools and Accessories:				No separate payment shall be allowed for tools and accessories
TOTAL (Pak Rupees)					
Total In Words: Pak Rupees					

Name _____

In the capacity of _____

Signed _____

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

Date _____

- M3IC means M-3 Industrial City near Sahianwala Interchange at M-3 Motorway, Faisalabad.
- Payment shall be in Pak Rupees only

Schedule-A

Price Schedule for Goods
to be offered from within the Purchaser's country

Name of Bidder _____ Bid Reference Number **FIC-043**

1	2	3	4	5	6
Item	**Description**	**Country of Origin** (to be filled by the Bidder)	**No. of Unit**	**Price for the Unit Item including all Taxes and Costs** (Price in Pak Rupees at M3IC)	**Total Price for the total number including all Taxes and Costs** (Price in Pak Rupees at M3IC)
					4 x 5
3	Fire fighting vehicle with platform of 33 meter to coup fire. The said unit to be built on Euro-2/Euro-1 Truck (6x4) chassis of 28 tons (GVW). Complete with accessories as per the international standards. (NFPA/EA compliance)		01		
	List of Tools and Accessories:				No separate payment shall be allowed for tools and accessories
TOTAL (Pak Rupees)					
Total In Words: Pak Rupees					

Name _____

In the capacity of _____

Signed _____

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

Date _____

- M3IC means M-3 Industrial City near Sahianwala Interchange at M-3 Motorway, Faisalabad.
- Payment shall be in Pak Rupees only

Schedule-B

Price Schedule for Goods
to be offered from outside the Purchaser's country

Name of Bidder _____ Bid Reference Number **FIC-043**

1	2	3	4	5	6
Item	**Description**	**Country of Origin** (to be filled by the Bidder)	**No. of Unit**	**Price for the Unit Item including all Taxes and Costs** (Price in Pak Rupees at M3IC)	**Total Price for the total number including all Taxes and Costs** (Price in Pak Rupees at M3IC)
					4 x 5
TOTAL (Pak Rupees)					
Total In Words: Pak Rupees					

Name _____

In the capacity of _____

Signed _____

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

Date _____

NOT USED / NOT APPLICABLE

- M3IC means M-3 Industrial City near Sahianwala Interchange at M-3 Motorway, Faisalabad.
- Payment shall be in Pak Rupees only

Schedule-C

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 Goods, 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 Goods 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-D

List of Engineering Goods to be supplied

[Separate tables shall be used only in case of procurement of very large quantities , required to be split in lots for multiple Contracts, keeping in view capacity of Supplier's against the Goods supply. The evaluation of Bids shall, therefore, be done lot wise. However the award is made on least cost combination to the Purchaser.

In case of quantities manageable by a single supplier through a single Contract, only one table shall be used without referring to any lot.]

Not Applicable

Lot No. : [if applicable]				
Lot Name : [if applicable]				
Item No.	**Name of Goods**	**Description**	**Unit of Measurement**	**Quantity**

Lot No. : [if applicable]				
Lot Name : [if applicable]				
Item No.	**Name of Goods**	**Description**	**Unit of Measurement**	**Quantity**

Lot No. : [if applicable]				
Lot Name : [if applicable]				
Item No.	**Name of Goods**	**Description**	**Unit of Measurement**	**Quantity**

Schedule-E

Delivery and Completion Schedule

The delivery period shall start as of _____.

Item No.	Description of Vehicle	Delivery Schedule (Duration) To be given by the Bidder	Location	Required Arrival Date of Vehicle To be given by the Bidder
1	Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck) 01 No.		M-3 Industrial City near Sahianwala Interchange M-3 Motorway, Faisalabad	
2	Road Repair Patcher 01 No.			
3	Self-Propelled Scissor Lift 01 No.			
4	Fire Fighting Vehicle with Platform 33 meters height to coup fire			

In case of "Alternative Proposals", the bidder shall provide separately the above schedule with complete specifications, make, model etc. Technical as well as Financial Bid, marked clearly "Alternative Proposal" may be given as per Clause 20 of the Instructions to Bidders.

Inspection and Tests to be carried out

1. Inspection / Testing

a) Cost of third party company inspection approved by FIEDMC (Purchaser) for the subject equipment, performance from a reputed inspection company is to be indicated separately in the bid.

b) FIEDMC (Purchaser) shall have full authority to reject any equipment, which in the opinion of the Purchaser's Representative or Third Party Inspector does not comply with the specifications.

FORMS

- **BID SECURITY**
- **PERFORMANCE SECURITY**
- **CONTRACT AGREEMENT**
- **ADVANCE PAYMENT SECURITY**

FORM OF BID SECURITY
(**Bank Guarantee)**

Security Executed on _____
(Date)
Name of Surety (Bank) with Address: _____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Bidder) with Address _____
_____
Penal Sum of Security Rupees_____(Rs._____)
Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____(hereinafter called the 'Purchaser') 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 Bidder has submitted the accompanying Bid dated _____ for Bid No._____ for _____
_____(Particulars of Bid) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Purchaser, conditioned as under:

1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Surety is hereby waived;

2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and

3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders 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 with the said Purchaser in accordance with his Bid as accepted and furnish within twenty eight (28) days 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 Purchaser for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the Purchaser forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

_____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with address:_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier/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 Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, 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 Purchaser's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/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 Purchaser, 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 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 28, Warranty, of Conditions of Contract are fulfilled.

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

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

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

IN WITNESS WHEREOF, the above-bounden 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. _____

_____
Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

2. _____

_____
Name, Title & Address

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 2016, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (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 hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Purchaser's Notification to the Supplier of Award of Contract (Letter of Acceptance);
   (b) the Form of Bid and the Price Schedules submitted by the Supplier;
   (c) the Particular Conditions of Contract; Part-II
   (d) the General Conditions of Contract; Part-I
   (e) the Schedule to Bid (other than Price Schedule);
   (f) Appendices to Bid;
   (g) Specifications;
   (h) Drawings; and
   (i) Any other Item

   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.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods 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 the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier	Signature of the Purchaser
_____	_____
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness
_____	_____
(Name, Title and Address)	(Name, Title and Address)

FORM OF ADVANCE PAYMENT SECURITY

Date: _____

Contract Name and No. :_____

_____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____.

Name _____

In the capacity of _____

Signed _____

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

Date _____

PART I –
GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Completion" means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "Eligible Countries" means the countries as per Appendix-A.

(h) "GCC" means the General Conditions of Contract.

(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(j) "Purchaser's Country" is the country specified in the Particular Conditions of Contract (PCC).

(k) The "Purchaser" means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.

(l) "PCC" means the Particular Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the

legal successors or permitted assigns of the Supplier.

(o) "The Site," where applicable, means the place named in the PCC.

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

3.1

(a) For the purposes of this provision, the term "Corrupt and Fraudulent Practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

3.2 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa wher the context requires.

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing

language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, 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.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the PCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal

mechanisms specified in the PCC.

11. Scope of Supply

11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.

15.3 *[The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications:*

i. Adjustable material would be those raw materials used for

manufacturing of specific Goods Items on which, in opinion of the Purchaser, the price adjustment is payable. However, the Purchaser shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per the PEC standard documents mentioned above.

ii. In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Goods transport [or any other appropriate period may be incorporated by the Purchaser representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Purchaser] before the date of Goods transport.

iii. Source for indices:

a. For Local Manufactured Items;

PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.

b. For Foreign Manufactured Items;

London Metal Exchange (LME) Rate]

OR

[The Purchaser shall state "This is a Fixed Price Contract" in case the Price Adjustment is not applicable for lesser time of delivery or smaller quantities of Goods to be supplied.]

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the PCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

17. Taxes and Duties

17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the PCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.1 Subcontracts shall comply with the provisions of GCC Clauses

3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or

damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

25. Transportation

25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the

specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where

applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) Any other

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable

after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

PART II
PARTICULAR CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Sub Clause 1.1(j)

The Purchaser's country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)

The Purchaser is ***Faisalabad Industrial Estate Development & Management Company***

GCC Sub Clause 1.1 (o)

The Site is ***M-3 Industrial City, Near Sahianwala Interchange M-3 Motorway, Faisalabad***

GCC Sub Clause 1.1 (p)

The Engineer is ***FIEDMC (the Purchaser)*** and/or notified by the Purchaser to act as Engineer for the purpose of the Contract.

GCC Sub Clause 4.2 (b)

The version of Incoterms shall be that prevailing on the date of Invitation for Bids.
The Bidder should provide it with his Bid.

GCC Sub Clause 5.1

The language shall be ***English Language***

GCC Sub Clause 6.1

Joint Venture, Consortium or Association not allowed.

GCC Sub Clause 7.1 and 7.2

The procurement is based on ***National Competitive Bidding***

GCC Sub Clause 8.1

For **notices**, the Purchaser's address shall be:

Attention	***:***	***CHIEF EXECUTIVE OFFICER***
		Faisalabad Industrial Estate Development & Management Company
Address	***:***	*1st Floor, FCCI Complex*
		East Canal Road
		Canal Park
City	***:***	*Faisalabad.*
Tel. #	***:***	*(041) 9230231-4*
Fax #	***:***	*(041) 9230235*

GCC Sub Clause 9.1

The governing law shall be the Law of Islamic Republic of Pakistan.

GCC Sub Clause 10.2

The formal mechanism for the resolution of disputes shall be as follows:

a). The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.

b). The dispute shall be referred to arbitration and finally settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever.

GCC Sub Clause 11.1

The scope of Goods Supply is described in these Bidding Documents i.e.

- Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck) 01 No.
- Road Repair Patcher 01 No.
- Self-Propelled Scissor Lift 01 No.
- Fire Fighting Vehicle with Platform 33 meters height to coup fire

GCC Sub Clause 12.1

- Schedule of delivery of the equipment from the date of confirmation of order.
- All shipping and other documents are required to be furnished by the Supplier.

GCC Sub Clause 15.3

Sub Clause 15.3 shall not be applicable.

There shall be no any price variation. The bidder to quote price for the equipment to be delivered at M-3 Industrial City near Sahianwala Interchange M-3 Motorway Faisalabad including all cost related to shipping, port, duties, taxes, insurance, freight, anticipated price variation during the period of delivery etc. etc. The quoted price shall be given to the bidder(s) from whom any equipment could be purchased and whose bid is found the most Valued Engineering Offer.

GCC Sub Clause 16.1

The terms of payment shall be:

- 20% Advance of the Contract Price of the equipment may be given against provision of Bank Guarantee as per the Form of Advance Payment Security
- If Advance taken then 70% of the Contract Price of the equipment after delivery of the equipment at M-3 Industrial City near Sahianwala Interchange M-3 Motorway Faisalabad. This will be after deduction of Retention Money @ 5% of bill amount.
- If Advance not taken then 90% of the Contract Price of the equipment after delivery of the equipment at M-3 Industrial City near Sahianwala Interchange M-3 Motorway Faisalabad. This will be after deduction of Retention Money @ 10% of bill amount.
- Release of Retention Money at the end of Warrantee Period of 12 Months.

GCC Sub Clause 16.4

The currencies for payments shall be: ***Pak Rupees***

GCC Sub Clause 18.1

The Supplier shall provide a Performance Security of **10 Percent** of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies:
10% of Contract Price in Pak Rupees in the shape of Bank Guarantee issued by a Scheduled Bank in Pakistan.

GCC Sub Clause 18.3

The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

The cost of complying with the requirements of this Clause 18 shall be borne by the Contractor.

GCC Sub Clause 18.4

Discharge of Performance Security shall take place: **At Faisalabad, to supplier not later than twenty eight days (28 days) following date of completion of supplier's obligation under the Contract, including Warranty Period of 12 months**.

GCC Clause 21

Deleted in its entirety

Nevertheless, the Supplier shall not be relieved from any of its obligations, duties, insurance(s), responsibilities, or liability under the Contract towards provision of brand new equipment as per the requirements of the Bidding Documents at M-3 Industrial City as mentioned in these documents.

GCC Sub Clause 23.2

The Supplier shall be responsible for all/any packing, marking and documentation within and outside the packages and all cost(s) to be borne by the Supplier.

GCC Sub Clause 24.1

The insurance coverage shall be in accordance with: ***PACRA/JCR Rules.***
All Insurances at the supplier's cost.

GCC Sub Clause 25.1

All transportation (marine and/or land and/or rail etc.) shall be at the supplier's cost and as per the Standard Incoterms

GCC Clause 26

In requirement of Clause 26 of GCC, Tests and Inspections as specified in Special Provisions shall be carried out. The Supplier to include all such costs in his bid/prices as no separate

payment shall be admissible in this regard whatsoever.

GCC Sub Clause 27.1

The liquidated damage shall be: ***0.5*% of Contract Price** per week or part thereof

GCC Sub Clause 27.1

The maximum amount of liquidated damages shall be: ***10% of Contract Price***

GCC Sub Clause 28.3

The period of validity of the Warranty shall be: ***12 Months***

GCC Sub Clause 28.5

The Supplier shall correct any defects covered by the Warranty within: ***12 Months*** of being notified by the Purchaser of the occurrence of such defects

GCC Sub Clause 28.6

21 calendar days

GCC Sub Clause 30.1

The amount of aggregate liability shall be: ***Not Applicable***

SPECIFICATIONS – SPECIAL PROVISIONS

SPECIFICATIONS - SPECIAL PROVISIONS

1. DESCRIPTION OF PROJECT

1.1. General

Procurement of Maintenance Equipment and Fire Fighting Platform Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck), Road Repair Patcher & self-Propelled Scissor Lift and Fire Fighting Vehicle with Platform 33 meters height.

2. THE SITE

2.1. Delivery of Equipment

The Equipment shall be delivered at Faisalabad at M-3 Industrial City, near Sahianwala Interchange M-3 Motorway or place or places within Faisalabad designated by Chief Executive Officer, Faisalabad Industrial Estate Development & Management Company, Faisalabad.

3. SCOPE OF SUPPLY

FIEDMC inspection team or representative shall perform the inspection and testing as per the manufacturer design / specification and/or as per the specifications given in these bidding documents.

4. SCHEDULE OF DELIVERY OF EQUIPMENT

4.1. Submittal Date

The programme of Delivery submitted by the supplier in accordance with Schedule E ”Delivery and Completion Schedule”, shall be submitted in the form of a detailed schedule based on a computerized network analysis covering all activities indicating critical activities with critical path, resource scheduling for Supplier’s Equipment, material and labour, within the period stated in Particular Condition of Contract. All the milestone shall be clearly identified.

5. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

6. No alterations or additions shall be made by the Supplier in the Bill of Quantities and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. All corrections must be initialed by the Suppliers. Any Tender which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.

7. The Purchaser reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Purchaser in this respect shall be final and binding on the Supplier. The rejects on materials must be carted at his own cost.

If the rejected materials are not removed within one month of its rejection the materials will become the property of the Purchaser or will be removed at Suppliers cost.

8. Local Manufacturers or their authorized sole agents (Attach Certificate in case of sole agent from manufacturer) to participate in this specific tender.

9. The bidder shall attach a list of equipment of similar type supplied to different Government, Semi-Government, Corporation, or private sector etc. in Pakistan.

10. The bidder shall attach details of facilities of after sales services in Faisalabad.

11. The bidder shall ensure that all parts are easily available in the local market. The bidder shall attach a price list of fast-moving spare parts.

12. The bidder shall provide guarantee for the off the shelf availability of essential spare parts.

13. The equipment shall be designed and manufactured by a manufacturer of International repute.

14. The equipment shall be suitable for use in tropical climate particularly in Faisalabad where blown dust and grit prevail frequently round the year.

15. The colour scheme of equipment shall be as directed by FIEDMC.

16. The equipment shall bear the name of user embossed at suitable places on either side and also on the front printed in the colour as directed by FIEDMC.

17. The bidder shall provide following with each unit.

a). Drivers handbook
b). Maintenance manual
c) Operation manual
d) Troubleshooting manual

18. PRE-SHIPMENT VISIT

All materials, fixtures, fittings and supplies under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Supplier shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

The supplier shall have to submit work/ procurement orders, manufacturing location and shipment details to establish the same. All other machinery / equipment shall of renowned manufacturers and subject to approval the Purchaser.

The supplier shall submit at least three names of separate independent laboratories of international repute for testing of the equipments in nearest national/ international location for the approval of Purchaser. All the equipments ordered by the Supplier shall be shipped only after the testing by the manufacturer and the independent third party inspection agency.

The Supplier shall arrange at-least one (01) pre-shipment visit(s) of manufacturing plant/ factory by at-least but not limited to Four (04) officers of Purchaser per trip for each unit/equipment/goods. These visits shall be scheduled as per the work schedule of the Supplier and the Supplier shall identify the timing of these visits in advance. The pre-shipment visits shall be made after the independent inspection by the approved third party inspection agency is completed in a satisfactory manner. It will be considered that the nominal duration for the visits shall be 07 international man days and 07 domestic man days.

The Supplier shall arrange for the visit of Laboratory selected by the Representatives of Purchaser prior to its approval.

The Contract price shall be deemed to include all the expenses of the above arrangements with and including for arranging the relevant visas for designated officers of the Purchaser their visa fees, Air Tickets (Business Class), boarding in a minimum of five star hotel, lodging, local transport costs in independent equipment aboard etc., in addition a TA/DA will be paid to the visiting officials at the rate of Rs 5,000/- per head per day for local visits and US$ 200 per head per day on foreign visits, as well as cost of testing and third party inspection.

19. INSPECTION

Equipment shall be inspected before delivery, by FIEDMC at the manufacturer premises. However, safe transportation of the equipment to the FIEDMC premises shall be the responsibility of the bidder.

20. The bidder must furnish with the bid/quotation, proof of quoting chassis from EURO 2/EURO 3 manufacturer and the prices of the manufacturer(s). A bid may contain quotations of different manufacturers. In this case, quotation of one manufacturer should be separate.

21. The quoted prices must include all types of taxes and freight as the required equipment shall be delivered at M-3 Industrial City near Sahianwala Interchange of M-3 Motorway Faisalabad.

22. The quoted prices shall be basis of payment to the bidder and no any amount over and above the quoted prices shall be paid.

23. The rates and prices shall not be subject to any adjustment and shall remain fixed. No any claim regarding any escalation, exchange rates etc. shall be admissible on any ground whatsoever.

24. Integrity Pact shall be signed with lowest evaluated bidder together with the Agreement for Supply of Equipment.

25. The bidder must provide detailed description of installations with photographs. The bidder must provide the details of built up units as most economical and most efficient units will be considered for a bid to be declared as most competitive and responsive.

26. SUPPLY QUANTITY

As mentioned in these bidding documents (07 Nos.); brand new equipment complete in all respect equipped with standard accessories. The quantity may be increased / decreased as per requirement of the Purchaser.

27. DOCUMENTS NOT TO BE ALTERED OR MUTILATED

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Purchaser in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Bidder or his legally authorized representative.

28. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Purchaser or his authorized representatives or the or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Purchaser.

29. PURCHASER NOT PERSONALLY LIABLE

No member or officer of the Government or the Purchaser or the Purchaser's Representative or the or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the Supplier under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

34. OTHER CONDITIONS

- Quality assurance shall be witnessed before award of Contract.
- The equipment provided should be of rugged design, proven for use and should not be a prototype. The supplier should provide adequate documentary evidence to support above.

- The equipment supplied should not be obsolete in near future and supplier should confirm the availability of all spares, accessories for a period of 15 years operation from the date of delivery.

- Bidder shall submit printed published product literature in English language with the offer for evaluation purpose (product literature shall contain material of construction of each part & detailed dimensional drawings).

- Past supply records of supply of similar types of equipment.

- Operating instruction for the engine and all other equipment, workshop manuals for the engine and other equipment, spare parts catalogues covering the engine and the equipment and accessories should be supplied with the delivery of equipment.

- The bidder shall provide compatibility certificate of P.T.O. with equipment transmission system/clutch system.

- The bidder shall provide the quality of P.T.O. material/performance/compatibility etc.

- The bidder shall provide name, make, brand, country of origin etc. for the "Equipment" and "Hand Tools" and "Standard Accessories" as per the International Standards. However, all necessary costs for providing these shall be deemed to be included in the rates and prices quoted in the schedule of prices.

- Wherever applies, warning lights, warning equipment with provision of mike and amplifier shall be applied.

- Lockers shall also be provide wherever apply in all equipment.

- The bidder shall provide with his bid, warranty/guarantee certificates for the subject equipment.

- Bidder shall provide the manufacturer's brochures and specifications of the equipment "both for Chassis as well as for the specified body" along with their bid which they intend to supply.

- In case the equipment is imported, the bidder shall provide import documents and proof of import etc. to the entire satisfaction of the Purchaser. In that case, the cost of pre-shipment inspections as envisaged in these documents shall be deducted from the amounts due to the supplier. Regarding the import documents, it will be the responsibility of the supplier to satisfy the Purchaser in all regards. In all the cases i.e. within or outside the Purchaser's Country, import documents to the satisfaction the Purchaser shall be the responsibility of the Supplier.

- The equipment offered shall be essentially represented by an Accredited Local Agent in Pakistan who is capable of providing warranty services / repairs as well as after sales services & spare parts requirements. A commitment letter from the accredited local agent of the equipment manufacturer declaring the agreement for providing after sales service aforesaid & supply of spares for the next 10 years period, shall be forwarded along with the offer.

- Name & address of the Accredited Local Agent for the equipment along with the letter of authorization issued by the equipment manufacturer and valid copy of Certificate of Registration issued by the Registrar of Companies in Pakistan.

- The equipment chassis and engine shall be essentially represented by an Accredited Local Agent in Pakistan who is capable of providing warranty services / repairs as well as after sales services & spare parts requirements. A commitment letter from the bidder that all major breakdowns and / or repairs within the warranty period shall be undertaken on urgent basis through his local agent. Therefore, the local agent shall be well equipped, capable of handling repairs of equipment chassis & engine and such details shall be attached to the offer. Further all major breakdowns and / or repairs of equipment chassis / engine within the warranty period shall be undertaken on urgent basis through the local agent of the equipment chassis / engine manufacturer.
- Name & address of the Accredited Local Agent for the truck chassis manufacturer along with the copy of letter of authorization issued by the chassis & engine manufacturer and valid copy of Certificate of Registration issue by the Registrar of Companies in Pakistan.
- The word “Contractor” wherever written in the Bidding Documents is hereby replaced with “Supplier”
- M3IC means M-3 Industrial City near Sahianwala Interchange at M-3 Motorway, Faisalabad.
- Payment shall be in Pak Rupees only
- Performance Security shall be as per Sub-Clause 18.1 as stipulated at page COC 3 of 4 of Part-II Particular Conditions of Contract.
- There may be one or more “Supplier” in the subject procurement. All the Suppliers shall abide by the requirements of these documents regarding that equipment to be supplied by him/them.

SPECIFICATIONS – TECHNICAL PROVISIONS

FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT & MANAGEMENT COMPANY (FIEDMC)

Invitation to Suppliers/Firms/Authorized Dealers
For Procurement of Maintenance Equipment and Fire Fighting Platform
Sewer Cleaning Machine (Combined Canal Jetting & Vaccum Truck), Road Repair Patcher & self-Propelled Scissor Lift and Fire Fighting Vehicle with Platform 33 meters height
CONTRACT NO. FIC-043

Self-propelled Electric Scissor Lift

Specifications: As below or equivalent
***(In case of equivalnat Specifications, the bidder shall submit detailed technical Specifiation for the same equipment*)**

Working height max	16m
Platform height max	14m
Outreach	1m
Lifting capacity	220 240 kg
Lifting capacity(kg)(Extended platform)	90 - 110 kg
Weight(kg) ANSI/CSA Standard	3,200 – 3,300 kg
Weight(kg) CE/AUS Standard	3,300 – 3,500 kg
Platform size(L×W×H)	2.3×1.15×1.1 m
The length of platform extended	3.3m
Skirting board height	0.176m
Stowed size(L×W)	2.42×1.2 m
Stowed height	2.64m
Height of the machine with platform folded	2m
Wheelbase	1.85m
Length of the machine with platform extended	3.5m
Hydraulic tank capacity	25L
Gradeability	25%
Ground clearance(m) 0.1	
Pothole protection board ground clearance(m)(down)	0.02m
Inside rotation radius	0m
Outside turning radius	2.3m
Load number	max 2
Raised time/Lowering time(s)	80/46
Traction speed	3.5km/h
Safe speed	0.7-0.9km/h
Vertical tilt°	ANSI CSA 1.5
Vertical tilt°	CE/AUS /
Lateral tilt°	ANSI CSA 1
Lateral tilt°	CE/AUS /
Power source	4×6V;225Ah
Tire size	406×127×318 mm
Drive model	Hydraulic drive/Electric drive

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CONTRACT NO. FIC-043

Combine Canal Jetting & Vacuume Truck

Specifications: As below or equivalent
***(In case of equivalnat Specifications, the bidder shall submit detailed technical Specifiation for the same equipment*)**

Supply of Combine Suction unit (Jetting & Flushing) Cylindrical tank : 4000 Ltitres for suction, Water Tank 2500 Liters for Jetting.

1. **CHASSIS VEHICLE**

2. **TANK**

Auxiliary Chassis: The tank superstructure to be mounted on an auxiliary chassis manufactured from s mm ST 52 steel, with flexible connections to avoid torsion
Capacity: Chosen capacity Type: Cylindrical
Material: 6mm - ST S2 Steel (Optional Stainless Steel)
Baffle Plates: Sufficient number of baffle plates will be installed inside the tank
Clean Water Inlet: Via manhole above the clean water tank and with a 2.SH diameter water inlet
Suction Valve for Waste Water: Mechanic Controlled, 4H gate type valve
Waste Discharge: Mechanic Controlled, 4" gate type valve
Level Gauges: 3 units of dish shaped transparent level gauges on the rear lid for the waste water Transparent column display on the side of the clean water tank.
Lifting: Tipping System with Telescopic Cylinder OPTIONAL

3. **REAR LID**

Rear Lid Material: 6 mm ST 52 Steel (Optional Stainless Steel)
Rear Lid Opening: Hinged from the upper side of the tank. Hydraulic controlled vertical opening
Rear Lid Lock: 4 units of mechanic locks (Optional Automa1ic Locking System)

4. **VACUUM PUMP**

SAFETY FLOATS

- Safety System 1: Stainless Steel ball located on the top of the tank
- Safety System 2: Safety bait between the vacuum pump and the first safety system which mounted on the vacuum installation, volume tank and discharge valve

5. **HIGH PRESSURE WATER PUMP**

6. **PRIMARY HIGH PRESSURE HOSE**

Canal Hose: 3/4” x 80 mt rubber hose with a 250 bar working pressure

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High Pressure Hose Reel: Hydraulic controlled hose reel mounted on the rear lid. 180 degree Rotating

7. SECONDARY HIGH PRESSURE HOSE

1/2" X 40 m hose with mechanic reel rewinding. It is located on the rear side of the truck chassis.

8. SAFETY SYSTEM

The Control panel has an emergency stop button. Once it is activated, the equipment can only be restarted from driver's cabin.

9. CONTROL PANEL

PTO engagement and disengagement will be controlled from the driver cabin. Other functions that will be controlled from the control panel are:

- Engine RPM indicator
- Water pressure manometer
- Hydraulic system manometer
- Vacuum meter
- Water pump on/off
- Vacuum pump on/off
- Emergency stop button
- Gas increase/decrease
- Water pump work hour meter
- Vacuum pump work hour meter

10. ACCESSORIES

- 4 units 4" x 3m flexible suction hoses
- 1 unit washing gun
- 1 unit 20 m. Lenght filling hose
- 2 units of aluminum lockable storage compartments one on each side of the truck
- Mudguards for rear wheels
- 1 unit orange color rotating beacons mounted on the front side of the tank
- 1 unit orange colour rotating beacons mounted on the rear side of the tank
- 1 unit of work light, 100 W, mounted on the -ear top of the tank
- Ladder

11. CANAL JETTING ATTACHMENTS

Sanitary and Penetrator nozzles I Standard used nozzles

12. PAINTING

After the cleaning process the tank will be painted with 2 coats of epoxy undercoating and 2 coats of a color of your choice.

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Road Repair Patcher

Specifications: As below or equivalent
***(In case of equivalnat Specifications, the bidder shall submit detailed technical Specifiation for the same equipment*)**

Technical Data

	Vehicle Hydraulics	Diesel drive
Total Length in Operation	10610 - 12290 mm	10110 - 11790 mm
Boom Length	6170 - 6770 mm	6170 - 6770
Total Length in Transport	8480 - 9760 mm	7980 - 9260 mm
Gravity Point Empty	2280 - 2800 mm	2100 - 2585 mm
Gravity Point Laden	2336 - 2855 mm	2270 - 2795 mm
Hooper Height including interface (160 mm)	2320 - 2180 mm	2320 - 2180 mm
Patcher Build up height including interface (160 mm)	2720 - 2840 mm	2720 - 2840 mm
Total Height with chassis Height	3770 - 3980 mm	3770 - 3980 mm
Width of Patcher	2300 mm	2300 mm
Build up weight empty	3630 - 4180 Kg	4150 - 4730 Kg
Build up weight laden	11430 -16280 Kg	11980 - 16830 Kg
Vehicle hydraulic package Schmidt	300 KG	-
Powerpack with diesel engine	-	550 Kg

Performance Data

Hooper volume for split	4.4 - 6.6 m^3
Bitumen tank content	800 - 1500 l
Compressor	8.000 l/min
Bitumen Pump	60 l/min

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FIRE FIGHTING VEHICLE WITH PLATFORM OF 33 METERS TO COUP FIRE

Specifications: As below or equivalent
***(In case of equivalnat Specifications, the bidder shall submit detailed technical Specifiation for the same equipment*)**

Fire fighting vehicle with platform of 33 meter to coup fire. The said unit to be built on Euro-2/Euro-1 Truck (6x4) chassis of 28 tons (GVW). Complete with accessories (list to be given by the bidder with his bid) as per the international standards. (NFPA/EA compliance)

The ladder set, rescue cage, ground pressure monitoring, control panel, bus control, jacking system, as well as many additional safety features all this makes the invaluable aid in emergency situations.

Main Ladder Platform features include:

- Rescue cage that moves up the ladder with a payload up to 450kg
- Operational height of 30m to 35 meters.
- Automatic terrain balancing and permanent ground pressure monitoring.
- Aerial ladders can be inclined up to -22°.
- Lifting clear the real wheels during jacking.
- Precise monitoring of jacking width
- Ergonomic operators seat
- Easy cage leveling
- All components are fully integrated
- Double telescopic lifting arm with huge outreach values.
- Customizable Chassis options.
- Vehicles are able to be fitted with fire systems monitoring.
- Weight calculation and vehicle balancing during operation or firefighting. Under “Electrical System”, Electric wiring drawings be provided by the bidder/fabricator.

HYDRAULICS

- Proportional hydraulic distributors should make simultaneous several movements with progressiveness.

- All hydraulic hoses should be numbered reference mark on.

ELECTRICAL SYSTEM

- Electrical system should be gathered (electrical equipment box with numbered located cables)

- On the platforms mounted on heavy trucks the electrical control would be with cards with relays (should be robust, simple and reliable) should and not with programmable electronic cards.

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SAFETY

- Balancing valves system should be horizontality of the basket (hydraulic parallelogram by principle of communicating vases)
- Valve of balancing instead of the flask valves.
- Doubled holding circuit of the basket horizontality for more safety (two transmitting jacks should be out of turret and two receiver jacks should be under the basket)
- Sensors of end of the road on each telescope.
- Double chain should be in the telescopes (reinforced special chains)

STRESS LIMITING DEVICE

- System with pressure controllers.

- Inductive sensors measuring the deformation of the arms on heavy vehicles (looping of a magnetic field detecting a threshold of shunt for each sensor).

BASKET

- Basket in polyester anti fire should be M1 class

- Orientation of the basket should be of 2 x 90° allowing a parallel position regarding the arm boom

- Acceleration of the driving mode should be remote acceleration of the engine only when an order of movement is done (economy of the engine)

- External control panel on the basket (shall be water proofed) should be integrated and protected against weather, dust and shocks.

TECHNICAL SPECIFICATION OF AERIAL WORKING PLATFORM

1. TRUCK CHASSIS

28 Ton Truck Chassis, HP 200-230 HP, 6 x 4 RHD Euro-2/Euro-1

Working Height	+- 32.50 m
Cage Bottom Height	+- 30.50 m
Outreach	+/- 25 m to be confirmed

A sturdy mainframe is to be engineered to absorb all stresses generated by the platform and outriggers. It should consist of a heavy-duty frame with cross members improving resistance to deformation and incorporating the outrigger beam housings. The mainframe is to be bolted to the

truck with counter-plates without changing the chassis frame. The slew ring support plate is to be welded to the rear top of the mainframe and is to be precision machined. Mainframe length and type may vary according to the wheelbase. The hydraulic oil tank is to be fitted with filler inlet, integrated return line filter, drain plug and minimum/maximum oil level indicator.

2. HYDRAULIC SYSTEM

A well dimensioned filtering system and overpressure relief valves on each hydraulic circuit are to be provided to protect the system. The electro-hydraulic control valves are to be placed in a protected vane on the turret for manual emergency control operation of the system in conjunction with the hydraulic distributor near the outrigger controls. When no control is operated, the pump rotates on minimum flow and minimum pressure i.e. hydraulic oil flows back to the tank with no pressure. The system is to be engineered to prevent overheating of the hydraulic oil in hot tropical climate (oil radiator to be supplied). The platform speed adjustment is to be proportional to the control lever position of each main platform motion. Pressure measuring points with quick coupling for connection of a manometer supplied with the unit are to be provided for each hydraulic circuit. All hydraulic platform motions are to be performed either by double acting hydraulic cylinders or hydraulic motors with automatic brake. Hydraulic hoses to be fitted along the mainframe.

3. BACK-UP SYSTEMS

The standard platform is to be supplied with 2 Nos. independent back-up systems, which guarantee that cage, booms, outriggers and vertical jacks can be operated even if any failure occur to the chassis engine or main pump.

4. ENGINE-INDEPENDENT HYDRAULIC MOTOR PUMP

The unit is to be supplied with a back-up hydraulic pump, driven by an auxiliary diesel engine (independent from chassis engine), having the following characteristic:
Type : 4 stroke water cooled Diesel engine, 3.000 rpm
Power : 15.8 kW
Starter : electric, from all control stations (cage, turret or outriggers),
and manual (rope starter).
Alternator : the engine is fitted with an alternator, that prevents
discharging of the 24 V chassis batteries.
Weight : 80 kg
Dimension : 536 x 518 x 630
Others : non soundproof
Thanks to the alternator, the engine-independent hydraulic pump can supply hydraulic pressure and 24 V electric power not only for a short time (as usually required to emergency unit), but for all the time required by fire fighting intervention.

The unit is also equipped with a hand pump emergency system.

5. "H" TYPE OUTRIGGERS

The stabilising and levelling system of the unit consists of four "H" type outriggers for 30 T. chassis : N° 4 beams and N° 4 vertical jacks, which allow safe levelling to horizontal of the whole unit and maximum stability in all permitted working conditions. The four welded box section outrigger beams, slide inside the outrigger housings and extend or retract by means of four double acting hydraulic cylinders placed inside the beam housing. The standard version of the unit allows for variable jacking position and also:

a) Outrigger beams fully extended on both sides This is the normal working position, which allows maximum outreach at full load over 360° continuous turret rotation and the use of the monitor within its full capacity and working range.

b) Outrigger beams fully extended only on one side, with turntable rotation interlock. In order to reduce the jacking width in narrow spaces, outrigger beams can be extended only on one side, either left or right in working direction.

c) Narrow jacking working area will be possible. To be confirmed

A safety system on the turntable allows only 180° rotation over the working direction and automatically stops its motion once the centre line of the chassis has been reached, preventing rotation of the turntable over the not extended side. Outreach and height over the working side are not effected. Machine is equipped with variable jacking system. Variable jacking system is provided: machine can work with the N° 4 stabilizers in N° 4 different position, the software (automatically) gives the permitted working area.

Vertical Jacks with positive safety lock valves and self-aligning feed plates.

Each outrigger beam is equipped at its end with a hydraulic jacking cylinder with self aligning ground contact foot plate (by means of movable joint) capable of lifting the unit completely off the ground, level the machine and keep it in its position even under continuous load conditions. Each jacking cylinder is equipped with a lock valve that prevents creeping in case of pressure failure.
Each jacking cylinder is installed inside protection housing when it is either extended or extracted.

Automatically Switched-on Jack Blinking Lights

Each vertical jacking cylinder is equipped, at its upper front side, with a grill protected red blinking light which is automatically switched on when the P.T.O. control in the truck cab is engaged.

Additional Square Spreader Plates

In order to reduce the specific ground pressure of the jacks without exceeding the vehicle width when

in stowed transport position four separate feet plates of adequate size are provided and stowed at each end of the outrigger. An handle on each plate allows for immediate and easy positioning under the jacks.

Outrigger Control Box

Located in the rear of the chassis the outriggers control includes 2 systems: manual and automatic. The standard version includes 1 x cable remote control (option 2 x fixed control panel, 1 right and 1 left). When in automatic control mode, one button control to automatically stabilise vehicle in safe working condition. When in manual control mode, the vertical jacks and outriggers can be controlled one by one independently or simultaneously. The misuse protected, lockable outrigger control box and the hand pump for emergency retraction of the boom and outriggers are located at the rear of the chassis. The control box includes a spirit levelling gauge, a green indicator light "platform system on, a pushbutton control for the activation of the stand-by electro hydraulic pump, the emergency engine stop button , a water pressure manometer and a manometer connection point for the control of the hydraulic system pressure.

"Outriggers Stowed" Indicator Light in the Truck Cab

In order to control the correct transport stowage of the outriggers from the cab before departure, an indicator light is provided on the cab dashboard which indicates to the driver that the outrigger beams and jacks have been retracted and are in transport position.

Outrigger Safety Interlocks

A safety system inhibits any operation of the platform before the outriggers have been set. Outrigger controls are isolated and cannot be moved if the boom is not in transport position and has not activated the boom rest switch. All interlock switches are of positive type and connected in series. This means that if any one micro-switch has a malfunction, this would cause a wrong signal and consequently not allow the operation of the platform.

Level Sensor with Audible Alarm

A level sensor measures both the fore and aft and sideways inclination of the unit and gives audible warning if the permitted level tolerance of is exceeded.

6. TURNTABLE

The turntable is powered by hydraulic motor. The 360° continuously left and right rotating turntable it is mounted on a large dimensioned barrel type support of variable height in relation to the height of the truck chassis frame and cab height in order to allow for lowest possible overall height and is positioned centrally across the chassis at its rear. The turntable is safely bolted to a slew ring. The two side of the turntable will be protected from to covers made from high strength protective material.

Safe Connection between Mainframe and Rotating Turntable

The slew ring bearing surfaces on the mainframe and turntable are precision machined after welding in order to obtain a precise and plane surface for the slew ring which is safely bolted to the mainframe and turntable bearing base with high resistance steel bolts which are precision tightened.

Slew Unit

The slew ring gear meshes with a pinion on the output shaft of a reduction gearbox which is close coupled to a hydraulic motor and an automatic, spring applied and hydraulically released multidisc brake. The brake is permanently and automatically applied until the slew motion control of the turntable is activated thus releasing the brake with hydraulic pressure. The hydraulic motor has a high starting torque and ample power to rotate the turntable in any position with full payload in the work platform. The fail-safe, spring applied multidisc brake holds the turntable in locked position with any boom position when hydraulic power is removed.

Swivel Collector between Truck Chassis and Platform Turntable

The large dimensioned swivel collector mounted in the centre under the platform turntable conveys water, hydraulic and electric power from the truck chassis to the turntable and allows for unrestricted rotation of the turntable over 360° in both directions. At the centre of the swivel is the water head for the connection of the water inlet line to the platform line.

7. BOOMS

Telescopic Boom and Articulated Tip Boom Assembly

The compact boom assembly with tip boom consists in an articulated main telescopic boom with proportionally extending boom sections and in an 180° articulating second tip boom. Tip boom pivot cylinder is well protected inside of the boom. The unit is also equipped with a 3° articulated boom to allowed easy rescue operation on different kind of building; This provide an up and Over capability of approx 10 mt. One flashing light at joint of main boom and tip boom is provided. All booms are made from high strength, octagonal welded box section steel construction with natural internal treatment against corrosion. They provide protection to main boom extension cylinder other than hydraulic lines, electric cables and breathing air line (optional), which are slid inside. The cage pivot is mounted at the top end of the second tip boom. Automatic centring of the cage is provided. An indicator light on both control stations indicates when the boom is horizontally aligned and in matching position above the boom rest for its stowage. Air line hose will be provided from turntable to cage.

Transport Position

In transport configuration, main and second tip booms lay side by side, thus reducing the total height of the vehicle. This results in a lower centre of gravity, enhancing drivability. The boom rests on a boom support with interlock microswitch that unlocks the outrigger controls once the boom is stowed. The stowed cage is placed in protected horizontal position over the centre of the vehicle deck thus not to extend over the rear of the vehicle and it allows for immediate side entrance to the cage

from the vehicle deck. Automatic back in transport position is provided.

Hydraulic Lift and Telescope Cylinders

Main and tip boom pivoting is actuated each by one double acting hydraulic cylinder, which have integral lock and flow restrictor valves. The lock valves prevent cage "drift" and also ensure that the booms remain firmly in position, even in the event of a burst pipe or hydraulic failure. Main boom telescopic movements are actuated by one double acting hydraulic cylinder placed inside the base section providing smooth telescopic motion of the extending sections. Tip boom cylinder is located inside main boom to be well protected against misuse.

Proportional Telescopic Extension of the Main Boom

The telescopic sections of the main boom are aligned and slide on low friction pads of synthetic material placed inside the boom sections. The main boom telescope cylinder is located inside the boom and is connected with a double chain system with high safety factor which allows for a smooth synchronised and proportional extension and retraction of all telescopic sections of the boom for fire fighting and rescue.

8. CAGE

The robust and spacious fire-fighting cage made of tubular aluminium profiles has 1.8 square meters floor space offering ample room for up to four fully equipped fire men (two with operating monitor). It is 2.35 m long, 0.9 m wide and 1.1 m high. Maximum safe cage working load is 450 kg. Max cage safe working load with operation monitor is 300 kg. A 1.1 m high hand rail around the cage protects people in the cage. A closed feet board all around the cage floor prevents objects laying on the cage floor to fall from the cage. One side-and one front entrance to the cage are provided. The front entrance consists in a full width opening with fall bar protection. The cage floor is covered with non-slip aluminium plates with draining holes or with small mesh expanded grill floor plates. A front drop down platform with quick release and 180 Kg carrying is provided to form a bridge between the cage and a building for fire fighting or rescue purposes. At the bottom front inside centre of the cage ends the water line provided with shut valve and a flange for the installation of the 2½" manual/electric control water monitor (2.400 lpm @ 7 bar).

A second 2½" outlet with shut valve is provided under the monitor for an additional hose with hand branch or a second "clamp on" monitor. A multiple water spraying nozzles with shut valve from the cage is provided at the bottom of the cage for self-protection of the crew from excessive heat and smoke. Two electronic cage collision sensors under the cage are included in the standard version of the cage. When the cage in transport position, it must be stowed between driving cab and slew unit. One flashing light under the cage is provided.

Direct Access to the cage from ground or the vehicle deck without auxiliary ladder

The two cage entrances provided allow for a direct and immediate access to the cage with full equipment without help of an auxiliary ladder from ground level (with lowered tip boom) or from the

vehicle deck (with boom in stowed transport position).

Automatic Cage Levelling

Cage levelling is fully automatic. The cage remains constantly in a levelled horizontal position referred to ground level irrespective of the boom position.

Independent Horizontal Rotation of the Cage

The slew unit of the cage is set for a cage rotation of 45° left and 45° right direction. Its independent control is available from both the cage and the turntable. This rotation movement allows for the cage front to be quickly aligned with the front of a building for easier access to windows, balconies, roofs etc. from the front gate and with opened front platform irrespective of the boom position in case of fire fighting and rescue operations.

Cage Control Box

The cage control is identical to main control station in the turntable. It also includes same LCD display as main control. The dust and water resistant control box in the cage contains all necessary control elements. A cover made from weather resistant material is provided for protection of the control box when not being used.

Proportional Controls

The unit is equipped with high precision controls that have been field proven in thousands of units working in a multitude of different working ad climate conditions. All platform controls in the cage and on the turntable are located in a weather proof and spray-water protected control box. Easy interpretable analogue symbols identify the function of each control directly on the panel without any language barrier. A not dazzling panel light provides for the necessary illumination at night. The main platform control levers allow for a progressive control at infinite variable speed from creep to maximum and proportional to the lever position. All main controls can be operated with single motion or simultaneously. An automatic speed ramp damps too sudden start and stop controls of the operator, providing automatically for an adjustable, progressive acceleration or deceleration of the main platform movements. Auxiliary controls are controlled by an additional control lever or switch control. All controls are of “dead man” type and return automatically to neutral, stopping the motion, if the control is abandoned. A monitor display panel is provided that permanently indicates the boom height and outreach situation on a clearly visible and rear-illuminated type display.

Electronic Cage Collision Guard

An automatic ultrasound collision guard system protects the cage from accidental collision with obstacles underneath and in front of the cage during its motion. The system consists in 4 sensors placed under the cage. An override control pushbutton with warning light on both control stations allows for the exclusion of the sensors for further slow motion, during the stowing operation of the

cage and its lifting from the stowed position. If an obstacle enters the adjustable conic area of a sensor, the operator will be alerted by a buzzer alarm and a red warning light. Any further movement in direction of the obstacle will automatically interrupt the motion of the platform. Keeping the override pushbutton pressed while operating the normal controls will temporary exclude the sensor until the set safe distance has been reached.

Intercommunication to the Turntable Control Station

The free hands loudspeaker type intercom transmitter and receiver is placed on the rear centre of the cage and connected by a shielded cable with an identical second set placed on the turret of the turntable. The intercom system allows – once switched on – loudness adjustment and free communication at distance between the two positions. An audible signal alerts when one of the two positions enters in contact with the other one.

Electric Sockets in the Cage

The standard cage outfit includes:

• 1 no. (one) 24 V CC socket that is directly fed by the vehicle electric system;
• 1 no. (one) 220 V AC socket with connection line from slew unit to cage;
• 2 nos. (two) work light 70W spot lights are provided in the cage

The sockets can either be of NATO or Schuko type. They are used for electric energy supply of additional lights or hand tools.

Anemometer-Wind gauge

The anemometric sensor will be installed on outside of cage. The anemometer will sense wind speed at the top of ladder, and movements will automatically be stopped when wind speed is at Max. 12.5m/s. Wind speed will be indicated on LCD monitor of cage controller, and outrigger controller. When ladder movement stops at Max wind speed 12.5m/s, retraction function will be operated normally.

Rescue Ladder

The unit is equipped with a staircase type aluminium rescue ladder. The smallest parts of ladder size are 400-450 mm in width, and 250 mm in height. The step section is of special profile with non-slip external surfaces. As option the ladder steps could be covered with plastic material to avoid direct contact with aluminium in low temperature working condition. The stable telescopic boom ladder system is attached onto the side of the booms and gives direct access from ground to the cage for rescue purposes without cross-over platform. The load of ladder is 630 kg, one person per ladder section plus one person in cage when all boom sections are extended. Max ladder capacity including cage: with 450 kg 9 person, with 280 kg 5 persons, with 120 kg 2 persons

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Water line

The unit is equipped with a complete water line from the rotating centre post (inside the turntable) up to the cage; The main telescopic 3" water line is made by anticoroidal aluminium material; tip boom and cage water line is made by stainless steel; the water line ends in the cage where the water monitor is attached, the water monitor will be Akron 3578 with adjustable flow rate snoozle; A multiple self-protection water sprinkler nozzle is provided at the bottom of the cage to protect cage occupants from radiant heat.

Main Control Station and Intercom System on the Turntable

There are N° 2 identical control panel: one at cage and one at turntable; The main control station is located on the turntable and consists in a comfortable driver's seat and a control box (same control box at cage, include LCD display monitor). The main control seat is covered by a roof to protect the operator from sun and rain. A "hand free" loudspeaker type ground intercom transmitter and receiver connected with the cage, placed on the turret.

The control box incorporates:
I. Panel lights
Control instruments
II. All main and auxiliary platform controls:
A. Telescopic sections extend/extract lever
B. Main boom up/down lever
C. Tip boom up/down lever
D. Cage rotate button.
III. Buttons:
A. Start truck engine button
B. Stop truck engine button
C. Emergency stop button
D. Override pushbutton for cage collision sensor
IV. Selector switches:
A. Selector for cage control or main station control
V. Indicators:
A. Cage overload indicator
B. Indicator for "cage collision guard"
C. Cage control panel in use indicator
D. Rescue ladder in align indicator
VI. Alarms:
A. Audible alarm for cage overload
B. Audible alarm for "cage collision guard".
VII. LCD display monitor panel at least indicating:
A. Main boom length
B. Main boom horizontal angle
C. Tip boom horizontal angle

D. Cage load
E. Outreach
F. Chassis levelling condition
G. Horizontal and vertical safe working range.

9. SAFETY DEVICES

The unit has been designed in full accordance with International safety standards such as the European standard for Aerial ladder Platforms EN 1777 and the European Machinery directives for Aerial Platforms and is equipped with most advanced technologies presently available. All installed micro-switches and electronic elements respond to the rule of positive safety which means that the malfunction of each single element in the control chain would cause an immediate motion cut.

Safety devices include:

a) Control Interlocks

The boom assembly cannot be raised from its boom rest until the outrigger beams and jacks have been set in a permitted jacking position, all four jacks are firmly on the ground, the wheels are off the ground and the green signal lamp is on. The standard version allows for following two jacking positions: with outrigger beams fully extended and extended only on the left or right side. If the outrigger beams are extended only on one side, rotation of the turntable is automatically restricted to 180° over the extended working side and its motion automatically stopped once the platform cage has reached the centre axis of the truck chassis. The retraction of the outriggers is only possible once the boom assembly is back in the stowed transport position and the support switch is depressed. The remote controlled starter is locked if the engine is already running. The P.T.O. cannot be engaged if the hand brake has not been applied.

b) Outreach management

The installed Outreach Management controls the boom position of the unit and prevents excessive outreach. An automatic motion cut stops the machine once the permitted limit has been reached and thereafter allows only safety increasing motions

c) Hydraulic cylinders

All hydraulic cylinders are double acting with rolled internal surface and hard-chromed piston rods.

All loaded cylinders are equipped with integral pilot lock valves to prevent uncontrolled descent in case of hose or pressure failure in the hydraulic system.

d) End-Stroke Speed Damping

Main boom lift motions have an automatic end-stroke damping system, which reduces the end-

stroke speed independently from the control lever position.

e) Automatic Speed Ramps

All main boom controls have an automatic speed ramp function for automatic speed acceleration and deceleration on activating and releasing the control.

f) Dead Man Lever Controls

All lever controls are of dead man type returning automatically to zero if abandoned and are fitted with involuntary movement protection.

g) Collision Control

The cage motion is cut-out before the cage hits an obstacle within the sensors action cone.

h) Stand-by emergency systems (to be used in case of main pump or engine failure):

(1st) emergency diesel engine (see below)
(2nd) manually operated main valves located near the outrigger controls and on the turntable.

i) Cage overload indicator and audible alarm

j) Safety system to avoid interfering with driving cab

Painting and finishing

Before painting, all surfaces of boom structures will have been carefully shoot blasted to remove weld remnants, and increase painting adhesion and steel strength. After the final top paint the thickness of the paint film will be more than 100 microns. All boom's inside will have been painted. To provide very high corrosion resistance, hollow structures such as steel profiles of the working cage, cage support, cage boom and outrigger beams and housing will be treated with TECTYL anti-corrosion protection.

Paint tones

Frame, Working cage white aluminium RAL 9006
Working cage support, boom sections, turntable and related cylinders white RAL 9010; outrigger and bodywork RED RAL 3000
Other detail painting method, symbol and painting will be discussed with end-user. Logo and design will be offered by end-user demand.

10. DOCUMENTATION

The unit will be delivered complete of use and maintenance manual, spare parts manual, hydraulic and electric scheme, troubleshooting manual software copy for diagnosis only;

11. VARIOUS

Each company responsibility in case of accident will be detailed in a separate document. The unit will be delivered complete of use and maintenance manual, spare parts manual, hydraulic and electric scheme, software copy for diagnosis only.