

***Tender Fee: Rs. 5,000/-
(Non-Refundable)***

TENDER FORM
TECHNICAL DOCUMENT
Tender # CW/06/26-27

**Supply, Installation, Testing & Commissioning of 850KVA
Diesel Stand By Generator Set**

Date of Issue : **August 07, 2026**

Last Date of Submission : **August 26, 2026 (2:30 pm)**

Date of Opening : **August 26, 2026 (3:00 pm)**

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, **Drawn on Bank** _____

Amount of Rs. _____, **Dated:** _____

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i) "Part A - Specific Provisions"; and	27
ii) "Part B - Technical Provisions". "	27
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"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added: "(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."	27
1.5 Priority of Documents	27
The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:	27
(a) the Contract Agreement;	27
(b) the Letter of Acceptance;	27
(c) the Letter of Bid;	27
(d) the Particular Conditions Part A - Contract Data;	27
(e) the Particular Conditions Part B - Special Provisions;	27
(f) the General Conditions;	27
(g) the Specification Part A - Specific Provisions;	27
(h) the Specification Part B - Technical Provisions;	27
(i) the Drawings;	27
(j) the completed Schedules to Bid including Bill of Quantities;	27
(k) the JV Undertaking (if the Contractor is a JV); and	27
(l) any other documents forming part of the Contract. The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.	27
4.2 Performance Security	28
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The following text is added at the end of this Sub-Clause: In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently	

lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.	29
5.2 Nominated Subcontractors	30
5.2.2 Objection to Nomination In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”. The following is then added as (iii): “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”	30
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INSTRUCTIONS TO BIDDERS

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 **Employer** (as defined in the Bidding Data) wishes to receive bids for the Supply, Installation, Testing & Commissioning of 850 KVA stand by Diesel Generation Set without canopy as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “**Works**” specified in Appendix – L to the Bid..
- 1.2 The Successful Bidder will be expected to complete the Works within the time specified in Appendix-A to the Bid.

IB.2 Source of Funds

- 2.1 The Employer has available to it sufficient resources / funds to completely finance the supply, construction and completion of the Works.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders registered with Pakistan Engineering Council C-4 in the relevant category and is an OEM certified dealer of FG Wilson, CUMMINS CPG, CATERPILLAR, KOHLER/REHLKO Diesel Generators having after sale service facilities at Karachi

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) 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 Employer 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 must visit and examine the Site of Works 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 the Works. 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 Employer to enter upon its 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 Employer, 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. Letters of Technical Bid & Price Bid.
4. Appendices to Bid.
5. Conditions of Contract.
6. Contract Data.
7. Form of Bid Security.
8. Form of Performance Security.
9. Form of Advance Payment Guarantee.
10. Form of Contract Agreement.
11. Specifications & Employer Design.

7.2 The bidders are expected to examine carefully the contents of all the above Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, 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 Employer in writing at the Employer's address indicated in the Invitation for Bids. **The Employer will respond to any request for clarification which he receives at least five (5) days prior to the deadline for submission of bids.**

8.2 Copies of the Employer'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 Employer 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 Employer.

- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer 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 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other Price Bid, containing the documents listed in Bidding Data under the heading of 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data at 11.1 A & B.
- 11.2 Bids submitted by a Joint Venture (JV) shall include a copy of the JV Agreement entered by all partners. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a JV of two (2) or more firms shall comply with the following requirements:
- (a) In case of successful bid, the form of JV Agreement shall be signed and be registered as law to be legally binding on all partners **within four (4) days of the receipt of Letter of Acceptance** failing which the contract and the Letter of Acceptance shall stand void and redundant.
 - (b) One of the JV partners shall be nominated as being in charge who must be registered with Pakistan Engineering Council (PEC) in relevant Category C-4 with Generator specialization category ME-03 and a valid license from Sindh Electrical Inspector and this Authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners. In case of a company submitting chain of Authority including board resolution to this effect or any authorization required under the law shall be mandatory.
 - (c) The partners-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the JV.

- (d) All partners of the JV 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 JV Agreement (in case of a successful bid); and
 - (e) A copy of JV Agreement shall be submitted before signing the Contract, stating the conditions under which JV 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 JV, and any other information necessary to permit a full appraisal of its functioning. The JV agreement shall be deemed part of the Contract. No amendments/modifications whatsoever in the JV agreement shall be agreed to between the JV partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidding Forms, in sufficient detail to demonstrate the adequacy of Bidders' proposal to meet the Works requirements and the completion time referred to in sub-clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on lump sum price of the Works. **The criteria for evaluation of bids are provided in the Bidding Data.**
- 12.2 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates and prices and the total Bid Price submitted by a bidder. After the date of bid submission deadline, any additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted.

IB.13 Currencies of Bid and Payment

- 13.1 The price of the Works shall be quoted by the bidders entirely in Pak rupees.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer 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.15 in all respects.

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.

15.2 The Bid Security shall be, at the option of the bidder, in the form of Demand Draft, Call Deposit Receipt, Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of and acceptable to the Employer valid for a period thirty (30) days beyond the Bid Validity date.

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

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than fifteen (15) days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the Successful Bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract.

15.6 The Bid Security may be forfeited:

- (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In case of Successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or (ii) Sign the Contract.
 - (iii) Furnish the required JV agreement within four (4) Days of the receipt of Letter of Acceptance.

IB.16 Alternate Proposal by Bidder

16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the 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 specifications/calculations; (b) technical specifications; (c) proposed construction 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. The technical details and financial implications involved are to be submitted in two separate sealed envelopes to be followed in main bid proposals.

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder in sole discretion of the Employer may only be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

17.1 The Employer may, on his own motion/discretion 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 is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a Prebid meeting.

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (3) days before the proposed pre-bid meeting.
- 17.3 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 SubClause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 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.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 **No alteration is to be made in the Form of Bid nor in the Appendices 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.**
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy of the documents comprising the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original 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. This authorization shall consist of a written confirmation as specified in the Bidding Data and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initiated by the person signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, 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.
- 18.7 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.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- (c) The technical bid should comprise of documents listed in 11.1 (A) of Bidding Data & the Price Bid should comprise of documents listed in 11.1 (B) of Bidding Data which shall be placed in separate envelopes in accordance with 11.1.

19.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the Bidding Data;
- (b) Bear the name and identification number of the tender 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.

19.3 In addition to the identification required in Sub- Clause 19.2 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.21.

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

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data or such extended deadline as the Employer has duly notified in accordance with Clause IB.9.
- (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.

20.2 The Employer 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 Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) **Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 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.22 Modification, Substitution and Withdrawal of Bids

- 22.1 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 Employer prior to the deadline for submission of bids.
- 22.2 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.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 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.15.

E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bid will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWALS" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawals shall be permitted unless the corresponding withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and /or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, readout, and recorded in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

IB.24 Process to be Confidential

24.1 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 seven (07) 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 Employer's processing

of bids or award decisions may result in the rejection of such bidder's bid. However, any bidder feeling aggrieved may lodge a written complaint concerning his grievances within seven (07) days of announcement of technical evaluation report and five (05) days after issuance of final evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid. 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 Employer in the evaluation of the bids in accordance with Clause IB.28.

25.2 If a bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive bid is one which (i) meets the eligibility and qualification criteria under the Bidding Documents; (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 Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer'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. Only substantially responsive bids shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Employer may, however, seek confirmation / clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors and where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.2 The amount stated in the Form of Bid will be adjusted by the Employer 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 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only those Bids which are substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price for errors pursuant to Clause IB.27.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract due to Variation, applied over the period of execution of the Contract, shall not be considered in Bid evaluation.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined by the Employer 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 criteria provided in the Bidding Documents.

29.2 The Employer, 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.30 The Employer's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding anything contained herein, the Employer 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.

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance")

that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the

Contractor as prescribed by the Contract Agreement (hereinafter and in the Conditions of Contract called the "Contract Price").

- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the Employer and the bidder till signing of the formal Contract.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of seven (7) working days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Simultaneously with the furnishing of acceptable Performance Security under the Conditions of Contract, the formal Contract Agreement between the Employer and the Successful Bidder (s) shall be executed.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix E 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.36 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.

BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the Instructions to Bidders. Whenever there is conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

Reference to instruction to Bidder	Bidding Data
IB-I 1.1	Name of the Project & Summary of the Works <i>"Supply, Installation, Testing & Commissioning of [850 kVA] Stand by Diesel Generator without Canopy at the building of Powerhouse IBA Main Campus University of Karachi Enclave Karachi</i> [Name of Procuring Agency/Employer]. The Works shall be performed/executed as per the Specifications provided in the Bidding Documents and approved Contractor Design as per the Conditions of Contract".
1.1	Name and Address of Employer <i>INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI</i> <i>MAIN CAMPUS KARACHI UNIVERIVERSITY ENCLAVE KARACHI</i>
1.1	Scope of Work: <i>As specified in Appendix M</i>
IB-10 10.1	<u>Bid Language:</u> English
IB-11 11.1	<u>11.1 (A)</u> The Bidder shall submit with its Technical Bid the following documents: (a) Letter of Technical Bid (b) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5) (c) Proposed Construction Schedule (Appendix-A) (d) List of Sub-Contractors (as required) (Appendix-B) (e) Past Performance and Financial Strength (Appendix-C) (f) Joint Venture Agreement (if applicable) (Appendix-D) (g) Integrity Pact (Appendix-E) (h) Proof of purchase of RFP (Appendix-F) (i) Copy of PEC. Certificate (Appendix-G) (j) Declaration of Beneficial Ownership (Appendix-H) (k) Affidavit of blacklisting (Appendix-I) (l) Specific System Data Checklist (Appendix-J) <u>11.1 (B)</u> The Bidder shall submit with its Price Bid the following documents: (a) Letter of Price Bid (b) Bid Security (IB-15)

	(c) Bill of Quantities (BOQ) (Appendix-L)
IB-12	<u>Bid Evaluation Criteria shall be as follows:</u> BID EVALUATION CRITERIA SHALL BE AS PER Appendix - K
IB-14 14.1	<u>Bid Validity</u> Period of Bid Validity shall be ninety (90) days from the date of Bid Opening.
IB-15 15.1	<u>Bid Security</u> Amount of Bid Security shall be 2 (two)% of the Bid Quoted rate in the form of pay order /bank draft or irrevocable & unconditional bank guarantee from any Scheduled Bank of Pakistan acceptable to the Employer.

IB-17 17.1	<u>Pre-Bid Meeting</u> The Pre-Bid meeting will be held on August 17, 2026 at 11am IBA Main Campus.
IB-19 19.2 (a)	<u>Address for the purpose of Bid submission:</u> [Employer's Address].
IB-20 20.1	<u>Deadline for submission of Bids:</u> At or before [Bid Submission Deadline Time] on or before [Bid Submission Deadline], (or otherwise as notified in the letter of invitation for Bids).
IB-32 32.1	<u>Performance Security:</u> 10% of the Contract Price. The Performance security shall be an irrevocable & unconditional bank guarantee from any Scheduled Bank of Pakistan acceptable to the Employer strictly as per Form of Performance Security provided in the Bidding Documents.

	Following clauses are added in Instructions to Bidders: IB.37 Sufficiency of Bid Each Bidder shall be deemed to have satisfied fully, before submitting the Bid, as to all aspects of the Works, correctness and sufficiency of his Bid and price stated in the Price Bid which price shall, except in so far as it is otherwise expressly provided in the Contract Agreement, cover all his obligations under the Contract Agreement and all matters and things necessary for the proper completion of Works. Objections, excuses or claims made by the bidder after submission of his Bid to the Employer shall not be entertained. IB.38 Sub-Contractors Any Sub-Contractor is subject to the acceptance of the Employer, and the Sub-Contract shall be subject to the same Conditions of Contract as the main Contract. A list, as set forth in Appendix "B" showing the name and address and credentials of each proposed subcontractor, the type of work to be sub-let and the reason for subletting shall be submitted with the Bid. Overall responsibility of all Works, whether parts of it subcontracted or not, shall rest with the Bidder. IB.39 Taxes & Duties The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Municipal Octroi, Levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, etc. and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his Bid price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract. IB.40 Insurance The Bidder shall estimate the amounts required to be provided for all the insurances under the Contract from National Insurance Company Limited (NICL) or any other insurance company operating in Pakistan having at least AA rating from PACRA/ JCR in accordance with the laws applicable in Pakistan and the Bid Price shall be deemed to include all such amounts.
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CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

(a) General Conditions

(b) Particular Conditions General Conditions

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by: International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs – Conseils) – (FIDIC) World Trade Center II - Geneva Airport P. O. Box 311 CH-1215 Geneva 15 Switzerland Email: fidic@fidic.org, fidic.pub@fidic.org Website: <https://fidic.org/bookshop> The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions” for incorporation in the Contract.

Particular Conditions

(Mandatory Provisions not to be amended/substituted except as instructed/permited by PEC in writing)

The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works.

The PC consists of two parts,

Part A - Contract Data and

Part B - Special Provisions.

The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

CONTRACT DATA

Sr. #	Description	Clause Conditions of Contract	Explanation
1	Defects Notification period	1.1.27	365 (Three hundred sixty-five days)
2.	Employer's name and address	1.1.31	Institute of Business Administration IBA Karachi IBA Main Campus University of Karachi Enclave Karachi UAN :111-422-422 www.iba.edu.pk E-mail:info@iba.edu.pk
3.	Engineer's name and address	1.1.35	Project Department IBA Main Campus Karachi
4	Time of Completion	1.1.84	120 (One hundred twenty days)
5	Agreed methods of electronic transmission:	1.3(a)(ii)	E-mail
6(a)	Address of Employer for communications:	1.3 (d)	Institute of Business Administration IBA Karachi IBA Main Campus University of Karachi Enclave Karachi UAN :111-422-422 www.iba.edu.pk E-mail:info@iba.edu.pk
6(b)	Address of Engineer for Communication	1.3 (d)	Same as above
6(C)	Address of Contractor	1.3 (d)	
7(a)	Contract shall be governed by the law of:	1.4	Islamic Republic of Pakistan
7(b)	Ruling language:	1.4	English
7©	language for communications:	1.4	English
8	Number of additional paper copies of Contractor's Documents:	1.8	One Hard Copy of Tech. & financial bid.
9.	Commencement Date	2.1	Commencement Date shall be the date when all of the following conditions have been fulfilled: 1. The Contractor has submitted to the Employer the advance payment guarantees in accordance with the terms of Conditions of the Contract. 2. The Site is formally handed over to the Contractor by the Employer by written authorization.
10.	Employer's financial arrangements	2.4	Self-arranged fund
11.	Performance Security	4.2	Ten percent (10%) of the LOA amount
12.	Contract Price	11.1	As stated in letter of Acceptance
13.	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	The aggregate amount of the works subcontracted shall not exceed 20% of the Contract.
14.	Normal working hours on the Site	6.5	8 (Eight) hours

15.	Delay Damages payable for each day of delay	8.8 & 14.5 (b)	Pak. Rs. 100,000 or 0.20% of the Accepted Contract Amount for delay in completion of whole of the Works for each day of delay. <i>Delay Damages should correspond to anticipated damage or max. amount of Delay Damages be achieved in one third of the Time for Completion</i>
16.	maximum amount of Delay Damage	8.8	Ten percent (10%) of the Accepted Contract Amount
17.	Applicability of Incentives for Early Completion	8.14	No
18.	Percentage profit	12.3	Ten percent (10%)
19	Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4.9(b)(ii)	Twenty Five percent (25%)
20	Total Advance Payment	14.2	Ten percent (10%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable
21	period of payment of Advance Payment to the Contractor	14.7	Fifteen Working days
22	Percentage deductions for the repayment of the Advance Payment	14.2.3	Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount Less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment
23	minimum amount of Interim Payment Certificate (IPC)	14.6.2	5.00(Five) Million
24	period of payment	14.3	30 (Thirty) working days
25	percentage of retention	14.3(ii)	Seven percent (7%)
26	limit of Retention Money (as a percentage of the Contract Price)	14.3(iii)	Five percent (5%)
27	Plant and Materials for payment when delivered to the Site (Secured Adv)	14.5 c (i)	75 % of the material /plant cost upon delivery & load test at site & verified by the Engineer.
28	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	14.7(b)	28 (Twenty-Eight) Working days after submission to accounts department.
29	period for the Employer to make final payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7(c)	56 (Fifty-six) Working days after submission to accounts department

30.	currencies of payment of Contract Price	14.15	PKR as stated in Table III of Schedule A [Schedule of Adjustment Data]
31	Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	Nil
32	Permitted deductible limits: i) Insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees vii) other insurances required by Laws and by local practice		Ten percent (10%) of loss amount on each & every loss Nil Nil Nil Nil Nil Nil
33.	Periods for submission of insurance: a) evidence of insurance b) relevant policies	19.1	Not later than the Commencement Date Within twenty-eight (28) days from the Commencement Date
34	Additional amount to be insured (as a percentage of the replacement value)	19.2.1 (b)	15% of the replacement value (Accepted Contract Amount)
35	extent of insurance required for Goods amount of insurance required for Goods	19.2.2	from Ex-Works (i.e., works, factory, warehouse, etc.) to deliver at the Site Full replacement value
36	amount of insurance required for liability for breach of professional duty	19.2.3(b)	Full replacement value of the Works to be designed by the Contractor
37	period of insurance required for liability for breach of professional duty	19.2.3	Until the date of issuance of Performance Certificate
38	amount of insurance required for injury to persons and damage to property	19.2.4	Injury to person and Fatal case: in accordance with Workmen Compensation Act

39	other insurances required by Laws and by local practice	19.2.6	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
40	time for appointment of the DAAB	21.1	Within 28 days from the Commencement Date. In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties
41	the DAAB shall comprise	21.1	A Sole Member
42	Rules of Arbitration	21.6	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: City of Arbitration: Karachi

Particular Conditions
Part B - Special Provisions

1.1 Definitions

1.1.76 "Specification" Following is added at the end: "and consists of two parts i.e.,

- i) "Part A - Specific Provisions"; and
- ii) "Part B - Technical Provisions".

1.2 Interpretation

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added: "(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."

1.5 Priority of Documents

The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

- (a) the Contract Agreement.
- (b) the Letter of Acceptance.
- (c) the Letter of Bid.
- (d) the Particular Conditions Part A - Contract Data.
- (e) the Particular Conditions Part B - Special Provisions.
- (f) General Conditions.
- (g) Specification Part A - Specific Provisions.
- (h) the Specification Part B - Technical Provisions.
- (i) the Drawings.
- (j) the completed Schedules to Bid including Bill of Quantities.
- (k) the JV Undertaking (if the Contractor is a JV); and
- (l) any other documents forming part of the Contract. The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".

3.1 The Engineer

In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "professional engineer".

3.2 Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]

(b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]

(c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].

(d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].

(e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except.

(i) in an emergency as determined by the Engineer, or

(ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

(f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].

(g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].

(h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC]. (i) Sub-Clause

_____ * (j) Sub-Clause _____ * *[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination] Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions. Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer

Following is added after the words "the Employer's consent is required" in 4th paragraph: "stating that the Employer's consent has been obtained for that specified authority"

4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under: The Performance Security shall be, at the option of the Contractor, issued in the prescribed form included in the Bidding Documents, by

(a) a Scheduled Bank in Pakistan or

(b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or

(c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below: Accepted Contract Amount (In Eq. PKR million) Minimum Rating of Insurance Companies Up to 1000 A (+) 1001 to no limit AA In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners. Following paragraph is added at the end of this Sub-Clause: "The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract."

4.3 Contractor's Representative

In second paragraph the text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary license in case of foreign engineer

under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”. In the 3rd paragraph the words “28 days” are substituted by “14 days”.

In 2nd line of 4th paragraph, the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

4.4 Contractor’s Documents

4.4.2 As-Built Records

First paragraph is deleted and the text in the last paragraph is substituted with the following: “The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings. The price of such Drawings shall be deemed to be included in the Contract Price.”

Following Sub-Clause is added:

4.4.4 Shop Drawings The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract. Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

The following text is added at the end of this Sub-Clause: In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

4.20 Progress Reports

At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:

(i) planned program for the execution of the Works for next 56 days to enable the Engineer to determine its program of inspection and testing; (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labor employment, local material procurement and material import, if any; and (k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii): “under Schedule to Bid” The following is added at the end of the last paragraph of Subclause 5.1: “All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Subclause 15.2.3 [After Termination]. The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavor to employ such contractors as Subcontractors.”

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”. The following is then added as (iii): “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”

6.1 Engagement of Staff and Labor

The following paragraph is added at the end of the Sub-Clause: “The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labor (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following: “In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest means available.

6.8 Contractor’s Superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause: “or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties” The following text is added at the end of this Sub-Clause: “The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council. The Contractor’s authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor to achieve completion of the Works as per the Contract.

6.12 Key Personnel

The following is inserted at the end of the last paragraph: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

6.13 Foreign Personnel

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.14 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.

6.15 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.

6.16 Measures against Insect and Pest Nuisance

The Contractor shall always take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel

6.18 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.19 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs

6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

6.21 Forced Labor

The Contractor, including its Subcontractors, shall not employ or engage forced labor which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.22 Child Labor

The Contractor, including its Subcontractors, shall not employ or engage child labor in accordance with relevant law(s) in force in Islamic Republic of Pakistan

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized monthly and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

6.24 Workers' Organizations

The Contractor shall comply with the relevant labor laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Epidemics

In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

7.7 Ownership of Plant and Materials

The following is added before the first paragraph: "Except as otherwise provided in the Contract," The following is added at the end of the Sub-Clause: "No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to: (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s). Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site. The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause." The following Sub-Clause 7.9 is added after Sub Clause 7.8:

7.9 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

8.1 Commencement of Works

The following is added before the first paragraph: "After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".

8.5 Extension of Time for Completion

The following is added after paragraph (c): "for last five years".

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

8.14 Incentives For Early Completion

If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply. The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be up to a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion. For the purpose of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed.

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

11.12 Supervisory Assistance During DNP

If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.

12.2 Method of Measurement

The following paragraph is added at the end of the Sub-Clause: "Summary of measured quantity for payment shall be delineated item-wise under four heads namely, "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate".

12.3 Valuation of the Works

The following text is added at the end of fifth paragraph of the Sub-Clause: "Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)".

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph: "The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3

13.6 Adjustments for Changes in Laws

The following paragraph is added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."

14.1 The Contract Price

The following is added at the end of the Sub-Clause: "Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released; accordingly, otherwise the security shall be called in the full amount remaining."

[The Employer may change or delete this Sub-Clause as per Project requirements]

14.2 Advance Payment

14.2.1 Advance Payment Guarantee The entity issuing the Advance Payment Guarantee and its form shall be as under: The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan. In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

14.5 Plant and Materials intended for the works

In the sixth & seventh line of the last paragraph, the text “The sum to be certifiedor determined amount” is substituted by the following: “The Contractor shall be entitled for Seventy percent (70%) of contract value of supply of the relevant item of Plant & Materials to be delivered at site after certification from in safe and sound condition

14.6 Issue of IPC

14.6.1 The IPC In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.

14.7 Payment

The words “or through crossed cheque in favor of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them” are added at the end of the Sub-Clause

14.8 Delayed Payment

In the first paragraph, third line, the words “compounded monthly” are deleted. The text of 2nd paragraph is deleted and substituted with the following: “The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.”

15.2 Termination for Contractor’s Default

15.2.1 Notice Following text is added at the end of sub-paragraph (h) of this Sub-Clause: “For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.” 15.2.3 After Termination The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii): “(iv) all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment], and”

15.4 Payment after Termination

The following text is added at the end of this Sub-Clause: “The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.

16.2 Termination by Contractor

16.2.1 Notice The sub-paragraph (j) is deleted in its entirety. At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”. In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.

16.3 Contractor’s Obligations After Termination

Sub-paragraph (c) is deleted and replaced with: “(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer Supplied Materials and Employer’s Equipment]; and (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

17.1 Responsibility for Care of the Works

After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer’s Equipment” are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

17.7 Use of Employer’s Accommodation/ Facilities

The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer. If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor’s risk and cost.

18.1 Exceptional Events

The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause.

18.4 Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the “.”:
 “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”

18.5 Optional Termination

In sub-paragraph (c), the words “and necessarily” are added after the words “was reasonably”.

19.1 General Requirements

Following text is added at the end of first paragraph: “The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer’s consent.” Following text is added at the end of third paragraph: “The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.”

19.2 Insurance to be provided by the Contractor

19.2.5 Injury to employees The words “sickness, disease” are deleted in the third line of first paragraph. The following Sub-Clause is added after Sub-Clause 19.2.6: 19.2.7 Insurance Company “The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

21.6 Arbitration

The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“The Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21

22 Custom Duty

[Employer may incorporate provisions where applicable. However, to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]

23 Taxes

The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

24 Integrity Part

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Contractor or any of his Subcontractors, agent or servants.

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under subparagraph (a) and (c) of this Sub-Clause.

SPECIFICATIONS
PART A - SPECIFIC PROVISIONS

TABLE OF CONTENTS OF SPECIFIC PROVISIONS

SP. No	Description
SP-01	The Site
SP-02	Work Under the Contract
SP-03	Work by Others
SP-04	Project Features
SP-05	Care and Handling of Water
SP-06	Drawings
SP-07	Physical and Other Data Available to Contractor
SP-08	Layout of Work and Surveys
SP-09	Approval of Materials and Equipment
SP-10	Contractor's Quality Assurance Plan
SP-11	Construction Schedule
SP-12	Facilities Provided by the Employer
SP-13	Construction Camps and Colonies
SP-14	Other Facilities for Engineers and Employers Personnel
SP-15	Equipment Furnished by the Employer
SP-16	Cooperation with other Contractors
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SP-21	Flood Warning System
SP-22	Environmental Protection
SP-23	Standards of Countries other than those Specified
SP-24	Progress Reports and Photographs
SP-25	Unit Price Breakdown
SP-26	Transport and Handling of Cargo
SP-27	Directed and required
SP-28	Communications to the Engineer
SP-29	Any Other Provision
SP-30	Measurement and Payment – General
SP-31	Measurement and Payment

[Note: The above Sections of Specifications are for guidance only and shall be indicated appropriate to the work/project. The Employer may adopt the above format. However, if any section is not applicable, it may be mentioned as "Not Used".]

SPECIFICATIONS PART B TECHNICAL PROVISIONS

SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 850 KVA STAND BY DG SETS.

SPECIFICATIONS

The work required to be carried out consists of Supply, Transportation to site, Installation in position over Existing RCC foundation inside of existing Powerhouse. Providing installation testing and commissioning of 1X850KVA Diesel Genset without canopy, A complete job in all respects within the true intent and meaning of this specification. Generally, the work required to be done are:

- a. Necessary civil work i.e. Construction of radiator ducting, exhaust system and all auxiliaries civil work complete in all respect.
- b. Generators control panel, switchgear, etc.
- c. Connecting cables from DG sets to Distribution panel / main Panel.
- d. Earthing of DG sets and panels.
- e. Generator room lighting & ventilation system.
- f. Gensets leveling alignment on foundation grouting bolts with allied auxiliaries, associated equipment, foundation, cable trench etc.

1. Standard specifications and statutory regulations: - The works to be carried out under this project shall conform to Pakistan Standard Specifications and the Electricity Regulations governing the installations in electric power plants of size hereunder specified. Indemnifying IBA and certification to that effect shall be the responsibility of work contractor.

2. Diesel Generating Sets: - Stationery diesel generating sets comprising diesel engine coupled with generator to give continuous rated output under actual ambient conditions at site, capable of starting individually from Zero speed to full speed to feed its rated load without loss of voltage. Make to be of well-known and reputable manufacturer of Japan, EU, USA, China preferably which has established service, sales and parts warehousing in Karachi Pakistan.

3. Contraction: - The generator and diesel engine are to be directly coupled through a flexible coupling and mounted on common steel frame and provided with vibration dampers. Provision shall be made for lifting the engine and generator for repair and maintenance purposes.

Complete sets should be tropicalized for ambient conditions of 50o C and relative Humidity of 95%.

4. Alternators: -

The alternators shall be of fabricated construction; forced air-cooled; rotor to be dynamically balanced; type to be PMG-excited and self-regulated; continues rated output 1X850 KVA terminal I voltage 400 volts, 3 phase, 50 Hz, speed 1500 rpm, power factor 0.8/0.85, Protection Class IP 23, Insulation Class F (Class 155) Stator and Rotor, anti-condensation heaters to be embedded in stator windings; constant voltage from no-load up to full-load with a max, deviation of +2.5% for 0.2 sec; overloading capability 10% for any one hour in 12 hours operation.

5. Diesel engines: -

Diesel engines shall be rated for continuous duty and capable of delivering net bhp sufficient to enable the attached alternators to produce continuous power of 1X850 without canopy, 50Hz, speed 1500rpm, including 10% overload, under actual extreme ambient conditions at site. It shall be vertical, 4 strokes 8 or 12-cylinder, turbo charged, water-cooled with radiator, electric start through 24 volts batteries, capable of 10% overloading for 1 hour's operation. Engines shall be complete with all necessary auxiliaries and accessories, including but not limited to the following: - -

Fan cooled radiator for maintaining Temp complete with interconnecting pipes. - Heavy duty electric starter 24 vdc. –

Automatic governor to maintain engine speed within the limits, and protect the engine against over speed and under speed. Raising and lowering engine speed on load.

- Air-filter.

- Fuel oil filter.

- Lube oil filter –

Cooling water circulating pump.

- Engine control panel consisting of.

- Engine starting/ stopping switch.

- Tachometer with hour counter.

- Lube oil pressure gauge.

- Cooling water temperature gauge.

- Battery Voltage indicator light.

- Safety for lube oil pressure & temperature.

- LED indication for low lube oil pressure, high cooling water temperature, over speed, over crank, engine stopped.

- Emergency stops push button.

Mounted sensors and transmitters for lube oil pressure and water temperature. - Automatic shutdown devices with actuator.

Audible alarm (electrical) connected to control panel. To be attached under fault condition. –

Good qualities lead Acid batteries maintenance free 2x24 volts, 210 AH rechargeable and storage type. –

Exhaust silencer with flexible connection.

Silencer to restrict noise level to 80 dB and to transfer exhaust gases from engine to outside the plant room.

- Pulley driven alternator 24 vdc 65 amps and voltage regulator for charging starting batteries.

–

Necessary manifolds, interconnecting piping, brackets, pedestals, etc. - Set of standard tools for general maintenance of engine and alternator . - Operation and maintenance manuals (3 sets)

8. CONTROL SWITCHGEAR: -

The control switchgear panel, comprising following components for Generators shall be sheet steel construction, fully tropicalized, totally enclosed, Protection Class IP57, mounted separately from the set, equipment inside to be pre-wired for rated performance and protection.

–

- 3-Pole main air circuit breaker (ACB) rating as per requirement.
- Protection system for overloading current, short circuit, earth fault, phase sequence. - Indication lights.
- Voltmeter and phase selector switch.
- Ampere meter and phase selector switch.
- Current transformers (C.T) and Potential Transformers (P.T) for instruments.
- Frequency meter. - Kilowatt hour meter. - Power factor meter.

9. Tools / instruments

One complete sets of tools / instruments required for servicing, maintenance of genets shall be supplied in proper toolboxes along with the DG sets

10. AUTOMATIC BATTERY CHARGER: -

Providing, Installation and commissioning of one Heavy-duty solid-state type automatic battery charger for floating and boost charging of storage type batteries, rated input 230 VAC, 50Hz, output 24 V DC, this rectifier charger will automatically charge the batteries, its charging rate depending upon the extent of charge required by the battery to full charge state. Complete with corrosion resistant enclosure, volt meters, amperes meters, circuit breaker, control fuses, on-off switch, 20 meters battery cables with proper lugs, etc.

11. TRANSPORTATION AND CRANE ARRANGEMENT

The Transportation of DG sets, Transformers and other equipment including mobile crane will be arranged by the contractor at their own cost.

TERMS AND CONDITIONS.

1. Guarantee Period: -

Any part/ parts which become defective or malfunction during 01-year guarantee period through operation of generating sets shall be replaced and installed free of cost by the contractor.

During the guarantee period the contractor shall also carry out preventive maintenance of equipment / installation. Guarantee periods start from Handing over / taking over after successful testing and commissioning of DG sets.

2. Work site: -

All the firms participating in bidding for this work must visit the work site to assess the actual conditions, locations, spaces, logistics, etc. before submitting their bids.

3. Operation and maintenance manuals and drawings: -

Contractor shall supply one set of Operation and maintenance Manual and 3 sets of Product Specs Catalogue for all the equipment before the supply, installation and commissioning of equipment for study of IBA Engineer. Contractor shall supply 3 sets of manuals for all equipment after completion but before final handing over.

Three sets of connection diagrams and schematic diagrams for the complete works showing actual as built condition shall be prepared by the contractor and provided for study and record prior to commissioning of the system.

The contractor, if directed by IBA Engineer, shall incorporate any modifications / corrections, in the drawings.

4. Manufacturer catalogues along with tender documents: -

Manufacturer catalogues, in English for offered equipment should be provided along with the tender documents for study of IBA Engineers for verification of specifications and ascertaining the suitability of the equipment.

5. Load test and certificates: -

The Contractor along with the supply shall provide manufacturer's test certificate. Actual test trial to be carried out after completion and installation as per standard procedures for satisfactory commissioning.

6. Spares: -

List of essential spares for the system shall be provided along with the tender bid giving complete description of parts, manufacturer's name and address for each and price of each to enable IBA to make inventory /procurement the same separately

7. Important note: -

Tenders who have not submitted their offers as per specified format are not accompanied by all required documents and information, will not qualify for consideration. The Contractor should also quote / mention the servicing and maintenance charges of the offered equipment on monthly basis after expiry of warranty period excluding of worn-out parts. The firm is responsible if any mishap/ascendant/injury occurred during execution of work and no claim shall be paid by IBA

8. Training

Contractor shall arrange for 02-days training of 2 nominated officials of IBA at the manufacturing / assembling/Supplier premises of the equipment to be supplied. Said training shall cover operation, routine maintenance, fault diagnosis, defect rectification etc. pertaining to the main equipment to be supplied.

LETTER OF TECHNICAL BID

Date: -----

Bid Reference No: _____
(Name of Contract/Works)

To:

[Head of the Procuring Agency/Employer] [Employer's Address]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;

(b) We offer to execute and complete in conformity with the Bidding Documents the Works (as defined in the Bidding Documents);

(c) Our Bid consisting of the Technical Bid and the Bid Price shall be valid for a period of ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) As security for due performance of the undertakings and obligations of our bid, we hereby submit a Bid Security, in the amount specified in Bidding Data, which is valid (at least) thirty (30) days beyond validity of Bid itself;

(e) We confirm that our Bid is not in deviation of any technical and commercial terms as provided in the Bidding Documents;

(f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process; and

(g) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB 11.1 of the Bidding Data.

Name-----

In the Capacity of-----

Signed-----

Duly authorized to sign the Bid for and on behalf of:-----

Date:----- Address:-----

Letter of Technical Bid

LETTER OF PRICE BID

Date: _____

Bid Reference No: _____

(Name of Contract/Works)

To:

[Head of the Procuring Agency/Employer] [Employer's Address]

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- b. The total price of our Bid, including any discounts offered, is PKR [●];
- c. Our Bid shall be valid for a period of ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Bid is accepted, we commit to obtain and post a Performance Security in accordance with the Bidding Documents;
- e. 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 and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works;

f We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

g If awarded the contract, the person named below shall act as Contractors Representative.

Name -----
In the capacity of ----- Signed -----

Duly authorized to sign the Bid for and on behalf of -----
Date ----- Address -----

Letter of Price Bid

APPENDICES TO BID

PROPOSED CONSTRUCTION SCHEDULE

[Please note that the Works shall be completed within the time period stated in the Contract Data. The Bidder shall provide as Appendix-A to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of whole of the Works and parts of the Works shall not exceed the time period specified in the Contract Data. Such period shall commence and counted from the Commencement date as specified in the Contract Data.]

Appendix-B to Bid

LIST OF SUBCONTRACTORS

[Name of Bidder] intend to subcontract the following parts of the Works to subcontractors. We hereby confirm that the subcontractors named hereunder are reliable and competent to perform that part of the Works for which each is listed.

Please find enclosed the documentation outlining experience of the subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

Appendix-C to Bid

PAST EXPERIENCE, PERSONNEL CAPABILITIES AND FINANCIAL STRENGTH

Please provide requisite documentary evidence to substantiate the past experience, personnel capabilities and financial strength of the Bidder for evaluation as per the Qualification Criteria given below:

Sr. #	Category	Criteria	Required Documents
I.	Experience Record	Net-metering based solar PV project(s) completed in last two years (as main contractor, JV and sub-contractor) having cumulative capacity of 250kW or above, as a single project or multiple projects.	As per EXP-1 Form
II.	Financial Strength	Average Annual Turnover of minimum PKR 50 million in last two years. Minimum average Net Worth of PKR 30 million in last two years.	Audited Financial Reports of last two years

Note:

i. Qualification status shall be decided on Pass / Fail basis. ii. In case of JV, all the members shall collectively comply / qualify the Qualification requirements as specified above.

Form EXP-1:**Details of Contracts of Similar Nature and Complexity**

<i>Name of Bidder or partner of a joint venture</i>

Use a separate sheet for each contract

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address & Contact Details
4.	Nature of Works
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Capacity (kW) & Value (PKR) of the total contract.
7.	Date of Award
8.	Date of Completion
9.	Contract Duration (Years and Months)

Note: The Bidder shall attach documentary evidence (contract agreement & completion certificate) to substantiate the above facts/data.

Appendix-D to Bid

JOINT VENTURE AGREEMENT

[Please provide certified true copy of Joint Venture (JV) Agreement, if applicable.]

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. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of 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 Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Contractor] 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 Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to 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 Contractor] 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]

Appendix-F to Bid

PROOF OF PURCHASE OF RFP

[Please provide certified true copy of purchase of RFP from the Employer] **Appendix-G**

DECLARATION OF BENEFICIAL OWNERS

The “**Declaration of Beneficial Owners**” Information of Public Procurement Contract Awarded Regulations, 2022” require that all procuring agencies while engaging in public procurement contract worth Rs. 50 Million and above shall make a mandatory provision of beneficial ownership information of the company in the said contract as prescribed in following Performa to these regulations. The procuring agencies while entering into such contracts shall publicize the beneficial ownership information of the company on PPRA’s website. The procuring agency shall forward all such contracts containing the beneficial ownership information to the Authority for placing it on PPRA’s website. Accordingly, if applicable, the following performa shall be submitted by the bidders along with the Technical Bid.

**DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR
PUBLIC PROCUREMENT CONTRACTS.**

1. Name _____
2. Father's Name / _____
Spouse's Name _____
3. CNIC / NICOP / Passport No. _____

4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding control or interest acquired in the business

8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust any other individual body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the company	Identity of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

Part-II The Gazette of Pakistan Extra

1	2	3	4	5	6	7	8
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner passport No)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full of the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and Signature
(Person authorized to issue notice on behalf of the company)

AFFIDAVIT OF BLACKLISTING

[Please provide an affidavit that the bidder has not been blacklisted by any government / public department / donor agencies at the time of submission of bid.]

SPECIFIC SYSTEM DATA CHECKLIST

The specific System data checklist to be filled by the Bidders is given below for Bidders to confirm:

[Please insert detailed specific System data checklist]

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Employer Design given in the Bidding Documents.
2. The rates and prices entered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date of deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
3. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
4. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
5. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
6. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Employer.

TECHNICAL EVALVATION CRITERIA**SUPPLY INSTALLATION TESTING AND COMMISSIONING OF 850 KVA STAND BY DG SETS FOR POWER HOUSE IBA MAIN CAMPUS AT UNIVERSITY OF KARACHI****MANDATORY REQUIREMENT :**

The firms should fulfill for the following mandatory requirement / condition and supporting documents should be submitted accordingly:

CAUTION: Non compliance of any Mandatory Conditions will leads rejection of bid and no further evaluation:-

S.No	Description	Comply	Not Comply	Remarks	Supporting document
1	In case of companies and firms, last 05 years financial statements are to be provided showing minimum average turnover of Rs 100 million. OR In case of individuals / Sole proprietors, last 05 years tax returns filed with FBR are to be provided showing minimum turnover of Rs 100 million minimum on average for five years.				
2	Pakistan Engineering council registration certificate for financial limit in Category C-5 or above technical categories ME 03, EE-04,				
3	The firm is not blacklisted by any Federal, Provincial or other Government, organization/Agency undertaking on Rs.100/- stamp paper should be attached.				
4	Copy of certificate of NTN, GST, SRB & fresh copy of Active tax payer status.				
5	The bidder shall submit their bid on original tender documents duly filled with each page signed and stamped against each column as token of acceptance.				
6	The bidder shall submit comparative of their technical specification against the IBA'S tender specification duly filled with each column of each page				

	and duly signed & stamped. .				
7	Relevant experience of 03 (Three) contracts during last 5 years for supply, installation & commissioning of 500 KVA or above rating Generator.				
8	FG WILSON, CUMMINS CPG, KOHLER/REHLKO, CATERPILLAR OEM CoC (Original Equipment Manufacturer Certificate of Conformance / Dealership Certificate stating that the vendor is authorized dealer and service provider for the above mentioned OEMs in Pakistan with proper service facilities.				
9	The Vendor will provide a guarantee/surety from the manufacturer that spare parts for the model offered shall be available in market / dealer for the next ten years.				

II). TECHNICAL REQUIRMENT

Minimum Qualifying Marks =70% in each category

The points / marks shall be given in the following manners:

SUMMARY OF MARKS / POINTS :

S.No	Category	Max Point	Minimum points to qualify in each category
1	Status of firm	15	10.5 i.e 70% of 15 marks
2	Professional Capability	40	28 i.e 70% of 40 marks
3	Relevant Experience	25	17.5 i.e 70% of 25 marks
4	Financial	20	14 i.e 70% of 20 marks
	Total	100	70

1. STATUS OF FIRM :**a) FIRM LEGAL STATUS****Max. Marks = 5 No**

S.No	Description	Max. Mark	Marks obtained	
a	Private / Public Limited or corporation	5		
b	Partnership	4		
c	Proprietor	3.5		

b) Age of the Firm The year of establishment shall be the 1st registration of PEC. Max Marks =10 Nos

a	Completion of 05 years or more	10		
b	Completion of 04 years but less than 5 Years	8		
c	Completion of 03 Years but less than 4 years	6		
d	Completion of 02 Years but less than 3 years	4		
e	Completion of 01 Years but less than 2 years	0		

2 PROFESSIONAL CAPABILITY (Max. marks-40) (Min marks 28)

S.No	Description	Max. Mark	Marks obtained	
	i). Managerial staff.	08		
	a) Director / Controller (05 years or more experience)	04		
	b) Manager Engineering BE Mech /Elect. (05 years or more experience)	02		
	c) Manager Finance (05 CA, ICMA/ACCA 5 years or more experience)	02		
	ii) Technical Staff Provide list of Technical member minimum qualification B. Tech (Mech. / Elec./Electronics with minimum 5 years of field experience. For each member 2 Marks Max 07 Marks	07		

S.No	Description	Max. Mark	Marks obtained	
B SERVICE & SLA FOR 850 kva OR MORE DIESEL GENERATORS MAX. MARKS 10				
b)	i) SLA Contracts for Maintenance of 850 KVA or above rating Stand By Diesel Generator minimum 05 Nos or more during the last 5 Years	10		
	ii) SLA Contracts for Maintenance of 850 KVA or above rating Stand By Diesel Generator minimum 04 Nos or more during the last 5 Years	06		
	iii) SLA Contracts for Maintenance of 850 KVA or above rating Stand By Diesel Generator minimum 03 Nos or more during the last 5 Years	04		
Note : Documentary evidence for experience is mandatory.				

4 FINANCIAL SOUNDNESS (Max. marks-20)

S.No	Description	Max. Mark	Marks obtained	
	Turnover. • Rs 300 Million and above. • Rs 200 Million to below 300 Million. • Rs 100 Million to below 200 Million. • Below Rs 100 Million.	20 16 14 05		

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: _____

Security Amount in 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 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____
(Particulars of Bid) to the said Employer; and

WHEREAS, the Employer 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, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 30 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer 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 for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within seven (07) working days of issuance of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract Agreement or in the event of non-withdrawal of the said Bid within the time **Form of Bid Security**

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

PROVIDED ALSO THAT the Employer 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 authority of its governing body.

SURETY (Bank)

WITNESS:

Signature

objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed this Guarantee 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

_____ 1. _____

_____ Name

Title

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

Form of Bid Security

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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address:

Security Amount (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 and irrevocably and _____ unconditionally bound unto the _____ (hereinafter called the Employer) in the sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract Agreement 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 8.3, Defects Liability, 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.

Form of Performance Security

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

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

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Guarantee 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. _____		Signature _____
		Name _____
_____		Title _____
Corporate Secretary (Seal)		
2. _____		
_____		_____
Name, Title & Address		Corporate Guarantor (Seal)

Form of Performance Security

**FORM OF ADVANCE PAYMENT
(Bank Guarantee)**

Guarantee No. _____ Date _____
WHEREAS _____ (hereinafter called the 'Employer') has entered into a
Contract for _____
(Particulars of Contract) with _____ (hereinafter called the
"Contractor").

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

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

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

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use
the advance for the purpose of above-mentioned Contract and if he fails and
commits default in fulfilment of any of his obligations for which the advance payment
is made, the Guarantor shall be liable to the Employer for payment not exceeding
the aforementioned amount. Notice in writing of any default, of which the Employer
shall be the sole and final judge, on the part of the Contractor, shall be given by the
Employer to the Guarantor, and on such first written demand, payment shall be
made by the Guarantor of all sums then due under this Guarantee without any
reference to the Contractor and without any objection. This Guarantee shall remain
in force until the Delivery of Machinery, Equipment and Material of the System at
Site upon verification and confirmation of the Employer. The Guarantor's liability
under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs
_____). This Guarantee shall remain valid up to seven (07)
days of the aforesaid confirmation letter by the Employer and shall be null and void
after the aforesaid date.

GUARANTOR

Signature _____
Name / Title _____

WITNESS

1. _____
Corporate Secretary (Seal)
2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Contract Agreement") made on the _____ day of _____ (month) 20____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract Agreement, viz:
 - (a) Letter of Acceptance;
 - (b) Specifications and Employer Design
 - (c) Contract Data;
 - (d) Conditions of Contract;
 - (e) Letters Technical Bid and Price Bid; (f) The priced Bill of Quantities; and (g) The Appendices to Bid.
3. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of this Contract Agreement.
5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of this Contract Agreement, the Contract Price or such other sum as may become payable under the provisions of this Contract Agreement at the times and in the manner prescribed therein.

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

In the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s _____

Contact Person: _____

Address _____

Tel # _____ Fax # _____

Mobile # _____ CNIC # _____

E-mail: _____