

**INVITATION TO E-BID**

**TENDER NO.T-194 (CIVIL) WORK FOR "REPAIR , MAINTENANCE AND RE-CONSTRUCTION OF FALLEN /TILTED AREAS OF BOUNDARY WALL TPS COLONY MUZAFFARGARH."**

1. **NPGL (The Employer)** invites e-bids from the Contractors must be registered with PEC , having specialized Code CE-10 in Category C- 01 to C-06 , renewed for the year of 2025-26. Bidding documents, containing detailed terms and conditions, etc. are available at the address given below. Price of the Bidding Documents is **PKR 5,000** (Pak Rupees Five Thousand only). Bidding documents can also be downloaded from **www.npgcl.com.pk** free of cost. Bidders must submit price bid through **E-Pak Acquisition & Disposal System (EPADS)**. *Price Bid must be accompanied by a scanned copy of Bid Security of fixed amount of Rs. 100000/- in favour of NPGCL (GENCO-III) in the shape of Pay Order/ CDR; original shall be submitted in the office of Manager (Supply Chain), TPS Muzaffargarh along with other necessary documents as mentioned in bidding documents.*
2. The bid shall submit in single stage (01) one envelope procedure (As per PPRA Rules 36 (a).
3. The bids, prepared in accordance with the instructions in the bidding documents, Bids should be submitted electronically through EPADS PPRA web portal on or before **15, APR , 2026 at 1100 hours** . Manual submission of bid, NOT acceptable. Bids will be opened on the same day at **1130 hours** in the office of **Chief Engineer/PD TPS Muzaffargarh**.  
*Note: This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) and the Employer's website at [www.npgcl.com.pk](http://www.npgcl.com.pk)*
4. EPADS-PPRA website [http: www.eprocure.gov.pk](http://www.eprocure.gov.pk) through supplier login.
5. The Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of the Contract, in accordance with Rule **33** of Public Procurement Rules, 2004
6. Bidding Documents can be purchased from following addresses:
  - i) **GENCO HOLDING COMPANY LIMITED, 1st Floor, Overseas Pakistan Foundation (OPF) Building, Shah-Rah-E-Jamhoriyat, Sector G-5/2, Islamabad.**
  - ii) **CHIEF EXECUTIVE OFFICER, NPGCL, GENCO-III, TPS, MUZAFFARGARH.**
  - iii) **CHIEF RESIDENT REPRESENTATIVE, WAPDA, C-26, Block 5, Sardar Ali Sabri Road, Gulshan-e-Iqbal, Karachi.**

**Chief Executive Officer**  
Northern Power Generation Company Limited (NPGCL)  
Thermal Power Station, Muzaffargarh  
Tel: 066-9200295



PAKISTAN  
WATER AND POWER DEVELOPMENT AUTHORITY  
(WAPDA)



**TENDER NO.T-194 (CIVIL)**

**TENDER DOCUMENTS  
ON PERCENTAGE RATE BASIS  
FOR  
CONSTRUCTION  
OF**

**REPAIR, MAINTENANCE AND RE-CONSTRUCTION OF  
FALLEN/TILTED AREAS OF BOUNDARY WALL TPS COLONY  
MUZAFFARGARH.**

**VOLUME-I'**

**INSTRUCTIONS TO TENDERERS  
TENDER AND APPENDICES  
FORM OF CONTRACT AGREEMENT  
CONDITIONS OF CONTRACT**

These Tender Documents can be used for tendering on Percentage Rate Basis and also for signing Contract on the said basis. In the former event the following blank spaces shall invariably be filled out by the respective Wapda Officer before issuing these Documents to a prospective Tenderer indicating the said Tenderer's name and address and the category in which he is registered as Contractor in WAPDA together with the designation and address of the officer with whom registered. The said Wapda Officer shall also affix his date, signature and seal in the blank space meant for the purpose. In the latter event i.e. when these Tender Documents are being used for signing the Contract the following blank spaces shall be struck off.

-- Name, Address and Category of the Registered Contractor to whom these Tender Documents are issued for tenderings:--

-- Designation and Address of the Wapda Officer with whom registered:--

-- Signature of Wapda Officer who issues these Tender Documents to the above Tenderer:--

-- Name (in Block Letters) Designation and Address of Wapda's above Officer:--

  
Chief Engineer/T.D.  
TPS Genco III M.Garh

## INSTRUCTIONS TO TENDERER

- (1) The Pakistan Water and Power Development Authority (WAPDA) hereinafter referred to as the Employer, through its.....hereinafter referred to as the Engineer, invites approved contractors to submit tenders for the following Works:-

General

REPAIR, MAINTENANCE AND RE-CONSTRUCTION OF  
FALLEN/TILTED AREAS OF BOUNDARY WALL TPS  
COLONY MUZAFFARGARH.

- (2) Only those contractors are authorised to submit tenders for the Works described in these Contract Documents in whose names these Contract Documents are issued by the Engineer Provided, however, that the said Contract Documents shall not be issued to a contractor unless he is already registered to tender for the respective category of Wapda works with reference to the area where the Works are located.
- (3) Contractors to whom these Contract Documents are issued by the Engineer to submit tenders for the above described Works are under no obligation to do so. At the same time Tenderers will not be reimbursed for any costs of any kind whatsoever incurred in connection with preparation and submission of their tenders.
- (4) Tenders shall be prepared and submitted in accordance with the instructions set forth herein. These Instructions to Tenderers are provided to assist Tenderers in preparing their tenders and do not constitute part of the Tender or the Contract Documents.

- (1) The following together comprise the Contract Documents and are a part and parcel thereof:-

Contract Documents

- (a) Tender and Appendices;  
(b) Contract Agreement;  
(c) Conditions of Contract;  
(d) Specifications;  
(e) Drawings; and  
(f) Addenda (if any).

- (2) Appended to the Tender and forming a part thereof are the following Appendices :-

Appendices to Tender

Appendix A—Schedule of Materials to be Supplied by the Employer  
Appendix B—Special Stipulations  
Appendix C—Schedule of Specified Materials  
Appendix D—Bill of Quantities  
Appendix E—Form of Tender Bond.

- (3) Each approved Tenderer will be issued two sets of the Contract Documents each set consisting of the above listed parts bound in two volumes, upon payment of Rupees.....*Rs. 5000/-*.....(Rs. *5000/-*) payable to the Engineer, which charge will not be refunded. Volume 2 shall contain Specifications and Drawings and Volume 1 the rest of the above parts.

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**Preparation of Tenders**

3 (1) Tenders shall be prepared complete with Appendices. In preparing their Tenders, Tenderers shall observe the following requirements :-

- (a) Tenders are to be prepared by filling out the forms provided completely and without alteration. All entries shall be type-written or printed in ink except signatures which shall be written in ink. The contents shall be without interlineations or erasures except those which are necessary to correct errors made by the Tenderer, in which case the said interlineations shall be initialled by the person or persons signing the Tender.
- (b) All entries in the Tender are to be in the English language;
- (c) The Tender must be signed by one duly authorised to do so;
- (d) Tenderers shall indicate in the space provided in the Tender their full and proper address at which notices may be legally served on them and to which all correspondence in connection with this Tender and the Contract is to be sent.

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**Submission of Tenders**

(1) One copy of the Contract Documents containing the Completed Tender, including Appendices, and the Tender Guarantee, shall be enclosed in an envelope which shall be properly sealed and filled out with the Tenderer's name and address and delivered in person or sent by registered mail to the following address :

.....  
 CHIEF ENGINEER/P.D  
 NPGCL,GENCO-III, TPS,  
 MUZAFFARGARH.  
 .....

at which place they will be opened. Tenders will be received at the above address until 11.00 a.m. on 15-4-2026 at which time they will be opened and read. Tenderers are advised to take means such as timely mailing and arrangements through their local representatives to ensure delivery of the Tender on time. On the front lower left hand corner of the envelope the following words shall be written :-

REPAIR, MAINTENANCE AND RE-CONSTRUCTION OF  
 FALLEN/TILTED AREAS OF BOUNDARY WALL TPS COLONY  
 MUZAFFARGARH.

Only the name of each Tenderer, the percentage quoted by him in Para 2 of the Tender and his total Tender Price and whether he has furnished the Tender Guarantee will be publicly read. The Tenderers have the option to be present at opening of Tenders.

**Copy to be Retained by Tenderer**

(2) Tenders should retain the other copy of the Contract Documents as their file copy.

- their  
IF
- (1) Tenders shall apply at the end of the Bill of Quantities (Appendix D to Tender) the single percentage above or below (as the case may be) to the total estimated cost to work out the Tender Price in accordance with the provisions in sub-clause (3) hereof. **Bill of Quantities - Appendix D to Tender**
- (2) The quantities contained in Column 4 of the Bill of Quantities are estimated amounts to be used for comparing Tenders, and the Employer does not expressly nor by implication agree that the actual amount of work to be performed will correspond therewith. No payments will be made on account of anticipated profits for work covered by the Contract which is not performed, nor will any adjustment in the unit rates set forth in the Bill of Quantities be made because of an increase or decrease in the actual quantity from the estimated quantity indicated therein. **Quantities and Units**
- (3) The total of the estimated amounts in Column 6 of the Bill of Quantities increased or decreased (as the case may be) by the single percentage entered in Para 2 of the Tender, shall be the Tender Price and shall be entered in Paragraph 1 of the Tender. The Tender Price shall be deemed to include all cost of performing the Works including income tax, super tax, and/or other duties and taxes, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract. In case of difference between the percentage applied by the Contractor to the total estimated cost of the whole work at the end of the Bill of Quantities and the percentage entered by him in Paragraph 2 of the Tender, the percentage which gives the lesser Tender Price shall be deemed to be the correct percentage quoted by the Tenderer. **Tender Price**
6. (1) The prices entered in the Schedule of Specified Materials as the Basic Prices for Ordinary Portland Cement, Reinforcement Steel, Petroleum and Diesel Oil shall be deemed to have been used by Tenders in pricing their Bill of Quantities for applying the provisions of Clause 65 (3) of the Conditions of Contract. **Schedule of Specified Materials - Appendix C to Tender**
- (2) Except if and to the extent stated otherwise in the Contract Documents the Contractor shall at his own expense arrange and provide all materials such as but not limited to cement, steel, diesel oil, petrol, kerosene, lubricants and other products. **Supply of Cement Reinforcing Steel Petroleum Products and Other Materials**
7. For ease of reference, certain specific information such as amount of Tender Guarantee, limit of retention money, and the like is given in Special Stipulations, Appendix B to the Tender. **Special Stipulations - Appendix B to Tender**
8. The Schedule of Materials to be supplied by the Employer (Appendix A to the Tender) lists the materials or goods to be arranged by the Employer or the Engineer for the Contractor including also the rates and place or places at which the said materials or goods will be delivered to the Contractor. **Schedule of Materials to be Supplied by the Employer - Appendix A to Tender**
9. (1) In order to be considered, Tenders must be accompanied by a Tender Guarantee in the form of a Draft or Cashier's Cheque or Pay Order obtained from a Scheduled Bank of Pakistan or it may be a Tender Bond in the form appended to the Tender obtained from a Schedule Bank of Pakistan (or a foreign bank acceptable to the Employer) in the amount stated in Special Stipulation-Appendix B to the Tender. Wapda Bonds shall also be acceptable in lieu of Tender security in accordance with the provisions of Clause 70 of the conditions of contract. The Tender Guarantee shall remain valid for not less than two hundred (200) days following the date set for opening of Tenders. The Tender Security of unsuccessful Tenderers will be returned by the Employer upon award of the Contract or within 30 days after the validity of Tenders. The Tender Security of the successful Tenderer shall be adjusted against retention **Tender Security**

money upon execution of the Contract covering this Work within the period specified in the Contract Documents otherwise this obligation shall remain in full force and effect. Should the successful Tenderer refuse or fail for any reason to enter into the Contract his Cheque or Draft or Pay Order (as the case may be) shall be retained by the Employer as compensation for such default.

15. The  
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- (2) If the successful Tenderer desires to make use of Wapda Bonds in lieu of Tender Security he shall be required to deposit the Bond in an amount equal to the Tender security in accordance with Clause 70 of the Conditions of Contract.

**No Performance Security** 10. The successful Tenderer will not be required to obtain or furnish any Performance Security for the performance of the Contract.

**Inspection of Site** 11. Each Tenderer shall inspect and examine the Site and surroundings and shall satisfy himself before submitting his Tender as to the nature of the ground, the hydrological and climatological conditions, the form and nature of the Site, the quantities and nature of the Work and materials necessary for the completion of the Works, and the means of access to the Site, the accommodation he may require and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this Tender.

**Sufficiency of Tender** 12. (1) Each Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender and of the rates and prices stated in the Bill of Quantities, which rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations, under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

**Requirements for Tender Withdrawal and Modifications** (2) A Tender may be modified, corrected or withdrawn at any time prior to the date and time set for opening of Tenders upon submission of a request in writing to that effect, signed in the same manner and by the same person or persons who signed the Tender, and delivered so that the request reaches the addressee specified in sub-clause 4 (1), submission of Tenders, hereof, prior to such date and time. A Tender so withdrawn shall be promptly returned unopened.

**Award of Contract** 13. Promptly after opening of Tenders, the Engineer will undertake a detailed study and appraisal of the Tenders submitted. He will not be bound to award the Contract to the lowest or to any other tenderer, but will take into careful consideration the Tenderers prices and such other factors as are deemed applicable. Once the Engineer has arrived at a decision regarding the award of the Contract, he will inform the successful Tenderer in writing of the said award and the successful Tenderer will, within ten days of the date of receipt of such Letter of Award, execute a Contract Agreement in the form set out in the Contract Documents with such alterations or additions thereto as may be required to adapt such Agreement to the circumstances of the Tender. Failure of the successful Tenderer to enter into a contract with the Employer shall be just cause for the annulment of the award, and in the event of such annulment, the Tender Guarantee of the successful Tenderer shall be retained by and become payable to the Employer. The award then may be made to another Tenderer, or alternatively the Employer or the Engineer may call for new Tenders. In any event, the Engineer and the Employer reserve the right to reject any or all Tenders and to waive any informalities in the Tenders received (such as deviations in the use and presentation of the specified Contract Documents and forms), if it appears to be in the best interests of the Employer to do so.

**Time for Completion** 14. All works called for in the Contract Documents are required Clause 40, Time for Completion, of the Conditions of Contract to be completed within the time stated in Special Stipulations — Appendix B to the Tender.

15. The Contractor shall be responsible to pay all taxes such as Income Tax, Super Tax and all other taxes arising out of the Contract and the rates and prices incorporated in the Bill of Quantities shall be deemed to include all such taxes.

Income Tax and other Taxes

16. Adjustment of Contract Price will be made in accordance with the stipulations set out in Clause 65, Increase or Decrease of Costs, of the Conditions of Contract in respect of the following:-

Increase or Decrease of Costs

- (a) On account of fluctuations in the prices of cement, reinforcing steel, petrol, and diesel oil as prevalent on the 15 days prior to the Tender Date; and
- (b) On account of fluctuation in the rates or scales of remuneration made or allowed to the Contractor's labour as the result of statutory requirements enforced after the date of Tender.

17. Attention of Tenderers is drawn to the legal requirement that all insurance relating to Public Property shall be effected with the National Insurance Corporation (NIC) of Pakistan.

Insurance with NIC

NAME OF WORKS..

REPAIR, MAINTENANCE AND RE-CONSTRUCTION OF  
FALLEN/TILTED AREAS OF BOUNDARY WALL TPS COLONY  
MUZAFFARGARH.

TENDER

(NOTE:- The Appendices form part of the Tender. Tenderers are required to fill up all the blank spaces in this Tender Form and Appendices. They are also required to strike out one of the two words "above/below" appearing in Para 2 of this Tender).

TO

The Pakistan Water and Power Development Authority (WAPDA) Lahore.

GENTLEMEN,

Having examined the Drawings, Conditions of Contract, Specifications and Bill of Quantities for the construction of the above-named Works, we, the undersigned, offer to construct complete and maintain the whole of the said Works in conformity with the said Drawings, Conditions of Contract, Specifications and Bill of Quantities for the Tender Price of Rupees.....  
..... (Rs.....)  
or such other sum as may be ascertained in accordance with the said Conditions. The said Tender Price has been derived by us in accordance with the undertaking incorporated in Para-2 below.

2. We undertake that our unit rates for the construction completion and maintenance of the above Works shall be.....per cent above/below the estimated unit rates entered in Appendix D to Tender, Bill of Quantities, which single percentage will uniformly be applicable to all the Estimated unit rates and Estimated Amounts of the items of Works included in the Bill of Quantities.

3. We undertake if our Tender is accepted to commence the Works within fourteen days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the Works comprised in the Contract within 30 days calculated from the date of the receipt of Engineer's order to commence.

4. We understand that we will not be required to furnish any Performance Security for the performance of the Contract.

5. We agree to abide by this Tender for the period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

7. We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expense incurred by us in tendering.

8. As security for the due performance of the undertakings and obligations of this Tender, we submit herewith Tender Guarantee in the form of a Draft or Cashier's Cheque or Pay Order obtained from a Scheduled Bank of Pakistan or in the form of a Tender Bond obtained from a Scheduled Bank of Pakistan or Wapda Bonds in the amount of Rupees.....  
..... (Rs.....)  
drawn in your favour or made payable to you and valid for two hundred (200) days from the date established for opening of Tenders.

9. We understand that the Appendices attached hereto form part of this Tender.

Dated this.....day of..... 20

TENDERER'S ADDRESS

TENDERER'S SIGNATURE

(SEAL)

T-1

**SPECIAL STIPULATIONS**

For ease of reference, certain information and Special Stipulations applicable to the Contract which is the subject of this Tender are set forth herein. Where the information or stipulation has not been given, but rather a space has been provided therefor, the required information shall be entered by the Tenderers:-

1. Amount of Tender Guarantee in the form of Bank Draft or Cashier's Cheque or Bank's Pay Order or in the form of Tender Bond obtained from a Scheduled Bank of Pakistan or WAPDA Bonds. Rs. 1,00000/- (One Lac Only)
2. Time for Commencement Within 14 days following receipt of Engineer's Order to Commence.
3. Time for Completion 30 days. ( ) Calendar Days from the date of receipt of Engineer's Order to Commence
4. Amount of Liquidated Damages Rs. 0.1 % to Max 10% per day of contract price per day
5. Period of Maintenance 12 Months. months from date of issuance of Certificate of Completion.
6. Percentage of Retention Ten (10) per cent.
7. Limit of Retention Money Ten (10) per cent of Tender Price.
8. Minimum Amount of Interim Certificates (Running Bills) Rs. /
9. Time within which payment is to be made after monthly statement duly certified by the Engineer is delivered to the Employer. Forty five (45) days.

**NOTE:-**  
The bidders are requested to submit their:-  
(i) TECHNICAL WORTH (Having experience of such type of work during last 05 years.  
(ii) FINANCIAL WORTH (Bank statement of last one year.  
(iii) CNIC ,PST (Active ) NTN Certificates must be required.  
(As per PPRA Rules.29).

*[Signature]*  
XEN (Civil)  
GENCO-III, T.P.S. Muzaffargarh.

*[Signature]*  
S.D.O. (Civil)  
T.P.S. Muzaffargarh.

T-3  
*[Signature]*  
Chief Engineer/ T.D  
T.P.S Genco III M.Garh

**BILL OF QUANTITIES**

The estimated Amounts entered in Column 6 below shall be increased or decreased ( as case may be) by the percentage entered in Para 2 of the Tender at pate T-1 and the amount so arrived at and entered at the end of the Bill shall be the Tender Price of the whole Work which shall also be entered by the Tenderer in Paragraph 1 of the Tender. The Tenderer shall also affix his signatures at the end of the Bill of Quantities. In case of difference between the percentage applied to the total estimated cost of the whole Work at the end of the Bill of Quantities and the percentage entered in Para 2 of the Tender, the percentage which gives lesser Tender Price shall be deemed to be the correct percentage quoted by the Tenderer.

Description	Unit	Qty	Rate (Rs.)	Amount (Rs)
1 Scraping bricks dismantling from pacca masonry.	Nos	16524.00	1.73	28586.52
2 Removing and stacking within 30 meter bricks.	Nos/100	16524.00	763.75	12620.21
3 Earthwork excavation undressed lead of a single throw of shovel.	Cum	86.64	176.87	15323.39
4 Bricks work in foundation and plinth in Cement sand mortar. Ratio 1:3	Cum	15.54	12368	192159.07
5 Damp proof course with (cement,sand and shingle concrete 1:2:4) including 2 coats of asphalic mixture b)50 mm	sqm	25.50	996.17	25402.34
6 Bricks work other than building including striking of joints upto 3.0m height in Cement sand mortar . Ratio 1:3	Cum	62.15	12840	797971.62
7 Cement plaster (1:3) upto 1st floor height c) 20mm (10-1/4-c)	sqm	403.20	504.59	203449.19
8 Cement pointing struck joints on walls in ratio b) 1:3	Sqm	817.84	399.21	326491.45
9 Cement concrete plain including acing,compacting,finishing and curing complete(including screening and washing of stone aggregate without shuttering b) Ratio 1:3:6	Cum	1.942101	11003.7	21370.26
10 Providing and fixing 4 rows barbed wire fencing around switchyard G.I barbed wire 14 SWG,2 ply,4 points fixed on G.I angle iron 50 X 50 X 6mm posts complete(Excluding cost of angle iron post)	Meter	103.6269	397.5	41191.71
11 Providing and fixing G.I 1.5m length 50 x 50 x 6mm angle iron post for barbed wire fencing around switchyard duly fixed in position	each	34	3123.89	106212.26
12 Providing and Fixing Razor barbed wire fencing having 460 mm ring at 150 mm centre to centre hanging on 10 mm dia MS bar with 40x40x5mm angle iron post of 1.0 m height complete.	R.M	103.63	1683.18	174422.80
		Total:		1945200.79
Recovery of useable bricks.	Nos	16524	8.90	147063.60
		Total: Rs.		1798137
Inflation factor will be add as per Rules				
		Total:		

16% PST is applicable .

Contractor Bid Above /below Rs.

Cost after applying the percentage entered \_\_\_\_\_

Rs.

Tender Price \_\_\_\_\_

Total: Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_)

**TENDERER'S SIGNATURE (SEAL)**

**TENDERER ADDRESS**

  
**XEN (Civil)**  
 GENCO-II, T.P.S. Muzaffargarh.

  
 S.D.O. (Civil)  
 T.P.S. Muzaffargarh.



Chief Engineer/ T.D.

FORM OF TENDER SECURITY

Security Executed on.....

Name of Surety with Address  
(not other than a Scheduled Bank in Pakistan) .....  
Name of Principal (Tenderer) .....  
Sum of Security (express words and figures)..... (Rs. ....)  
Date of Tender .....

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal (Tenderer) we, the Surety above-named are held and firmly bound unto the Pakistan Water and Power Development Authority, hereinafter called the Authority, 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 Tenderer has submitted the accompanying Tender dated..... for..... for said Authority and

WHEREAS, the Authority has required as a condition for considering said Tender that the Tenderer deposits with the Authority either a certified cheque, or cashier's cheque, or banker's draft or WAPDA Bonds with a specified bank equivalent to not less than Rupees..... (Rs.....) or in lieu thereof furnish a Tender Bond/Guarantee in like amount from a Scheduled Bank of Pakistan conditioned as under:-

- (i) that the Tender Security shall remain valid for not less than two hundred (200) days following the date set for opening of Tenders regardless of the validity period of the Tender itself; and
- (ii) that the Tender Security of the unsuccessful Tenderers will be returned by the Authority upon award of the Contract; and
- (iii) that in event of failure of the successful Tenderer to execute the proposed Contract for such work the entire said sum be paid immediately to the said Authority as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW, THEREFORE, if the successful Tenderer shall, within the period specified therefor, on the attached prescribed forms presented to him for signature, enter into a formal Contract with the said Authority, within the time specified in the Contract Documents and the proper fulfillment of said Contract, or in the event of withdrawal of said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Authority the sum of Rupees..... (Rs.....) upon first written demand of the Authority, notice of which shall be sent by the Authority by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Authority shall be the sole and final judge for deciding whether the Principal Tenderer has duly performed his obligations to sign the Contract within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the sum of Rupees..... (Rs.....) upon demand from the Authority forthwith and without any recourse to the Principal (Tenderer) or any other person.

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

Witness .....  
(1) .....  
.....  
(2) .....  
.....

SURETY.....  
SEAL .....

