

TENDER DOCUMENT



**Procurement and Installation (Providing and Fixing) of ATS and LT (DB)
Panels on WAPDA and POFs Electric Supply in Existing CUI Wah
Campus**

Tender No: CUIW/PS/TEN/25-26/35

(Single Stage Two Envelope Basis)

**COMSATS University Islamabad Wah Campus
G.T. Road, Wah Cantt
Land Lines - 051-4534200-2
Fax 051-454685**

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Tender Notice

COMSTS University Islamabad, Wah Campus

Procurement and Installation (Providing and Fixing) of ATS and LT (DB) Panels on WAPDA and POFs Electric Supply in Existing CUI Wah Campus

COMSATS University Islamabad-Wah Campus, a Public Sector University invites Bids through e-Pak Acquisition & Disposal System (EPADS) <https://eprocure.gov.pk> on “**Single Stage – Two Envelope**” basis from Income Tax & GST registered Firms/Companies who are on the Active Taxpayer List (ATL) for General Sales Tax and Income Tax of FBR for the “Procurement and Installation (Providing and Fixing) of ATS and LT (DB) Panels on WAPDA and POFs Electric Supply in Existing CUI Wah Campus”

1. The Bid Security for the Bid is **Rs.500,000/-** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of “COMSATS University Islamabad, Wah Campus” (FTN: **9010814-5**); scanned copy of which is required to be uploaded through EPADS and hard copy must be submitted physically along with hard-copy of sealed bidding document on the closing date of the tender to COMSATS University Islamabad, Wah Campus on the address given below.
2. The firm required for this work should be PEC registered in **category 6 or higher** or as per estimated cost, in line with PEC By-Laws, and must have field of specialization with following codes (minimum criteria) EE04-EE11, and experience of Installation of ATS Panel on alternate power sources and working on HT/LT Line is must.
3. **The complete Tendering process shall be carried out through EPADS.**
4. Interested bidders are requested to register themselves on the EPADS <https://eprocure.gov.pk/#/supplier/registration> and submit their tender documents.
5. For registration and guidance/training on EPADS, you may contact EPADS UAN: 051 -111-137-237.
6. Closing date of submission is **May 14, 2026, by 11:00 hours**. The bids shall be opened half hour after the closing time in the presence of the bidders who wish to be present, in Purchase office Admin Block, COMSATS University Islamabad, Wah Campus.
7. As per PPRA Rule 33, CUI may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.



Contact Person and Submission
Incharge Purchase Section
COMSATS University Islamabad, Wah Campus
G.T. Road, Wah Cantt
Tel: 051-4534200-2, Fax: 051-4546850

TENDER DOCUMENTS

For

PROCUREMENT AND INSTALLATION (PROVIDING AND FIXING) OF ATS AND LT (DB) PANELS ON WAPDA AND POFS ELECTRIC SUPPLY IN EXISTING CUI WAH CAMPUS

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Key Points

COMSATS University Islamabad, Wah Campus invites Item wise sealed bids from the eligible Bidders Manufacturers / Authorized Dealers.

Table # 1

S No.	Detail	Specification
1.	Validity of Bid	90 Days from the date of closing of Bids
2.	Method	Single Stage - Two Envelope Basis
3.	Closing Date & Time	May 14, 2026 , by 1100 HRS
4.	Opening Date & Time	Half Hour after the Closing Time on the same day
5.	Bid Security Amount (Under Rule 25 of PPRA Rules 2004)	500,000/-
6.	Performance Guarantee	Performance Guarantee shall be (as applicable) upto 5% of the Contract Price, shall be retained by CUI during the warrantee period

General Terms & Conditions of the Tender

No tender/bid shall be considered if: -

- a) Not uploaded through EPADS;
- b) Received without required documentation or deficiency in required documentation;
- c) Received without bid security;
- d) In contradiction with the specification given by the CUI Wah campus;
- e) Received with any condition;
- f) The bidder is in litigation with CUI or is blacklisted by any organization or is notified as blacklisted on PPRA website. **(Non -Blacklisting Certificate must be attached)**

Bidding Method:

The bids will be submitted on the basis of Single Stage Two Envelope bidding method of PPRA. The bidder will submit the bids through EPADS and sealed hard form (technical and financial) in separate envelopes and the same may be mentioned prominently on each envelope.

Contact person and Submission of Bids:

Contact Person for all inquiries, clarifications and bid submission shall be:

Purchase Officer
COMSATS University Islamabad (CUI), Wah Campus
(A Public Sector University of Ministry of Science & Technology)
Wah Campus, G.T. Road, Wah Cantt
Tel: 051-4534200-2 (Ext: 219) & Fax: 051-4546850

Validity of Bids:

- i. The Bid shall remain valid as mentioned in Table 1 of the tender document.
- ii. Any bidder/firm/ company which refuses to accept the Work Order based on market price escalation shall result in forfeiting the bid security. CUI may also impose a ban from business with it for a period of 6 months.

Instructions To Bidders:

1. The technical bids will be opened on **May 14, 2026**, at 11:30 am in Purchase Office in the presence of the bidders/representatives who choose to attend, while the financial bids will be opened later on after the evaluation of technical bids. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
2. **Any bid received without the submission on EPADS shall not be entertained and shall be returned unopened to the Bidder.**
3. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
4. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for active and timely communication.
5. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send request through EPADS during the Clarification period given in EPADS.
6. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
7. No erasing / cutting etc. shall be allowed on the offer, such erasing / cutting etc. will lead to rejection of offer.
8. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
9. Sub Dealer or any firm having MOU or JV of their Bid will be rejected as per the advertisement and technical requirement in which authorized dealer having authorization letter from original manufacturer is required.
10. Any direct or indirect effort by a bidding firm to influence the committee during the process of selection of a bidder or award of contract, shall lead to rejection of its bid.
11. Time Completion for the above cited job is **55 Days (calendar days)**, if the bidder doesn't supply the material on time, then after 10 days 2% penalty will be imposed and after 10 days 5% penalty will be imposed and after 20 days the contract will be terminated if the bidder didn't supply and install the ATS and bid security will be forfeited and also the bidder will be blacklisted.

ELIGIBILITY CRITERIA:

1. Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
2. Bids are invited from Manufacturers / Authorized Dealers for Procurement and Installation (Providing and Fixing) of ATS and LT (DB) Panels for the COMSATS University Islamabad

- Wah Campus (Original certificate to be produced during technical evaluation).
3. Registration with Pakistan Engineering Council in C-6 or above.
 4. PEC Code of specialization required for the work EE04-EE11
 5. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN/ having professional tax.
 6. In case of Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are arranged through proper channel as advised by the original manufacturer.
 7. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental / Semi-Governmental institutions. (in original)
 8. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the PPRA Rules.

A. Preparation of Technical Bid:

Following points may be mandatory while preparing Technical Bid:

Mandatory Documents

a.	Make & Type of quoted items (Technical compliance with BoQ)	Provide detail of items, brands, country of origin with complete specification being offered without mentioning prices on company letter head (duly signed and stamped beneath by the bidder).
b.	Brief Profile of the Firm	Mention Company Introduction, Type of Business, Offices & Services in Pakistan, NTN & GST Registration Number with Copy of NTN & GST Certificates, Professional Staff (Administrative & Technical), Verifiable Office addresses, Telephone & Cell No., E-mail address for Contacts.
c.	Details of Experience	Provide list of contracts in-hand/ performed by the bidder so far clearly mentioning for each contract, the name of organization, complete address, year of contract, contract value, date of contract award and date of contract completion.
d.	Reliability of quoted Brand & Country of Origin.	Provide supported brochures.
e.	Technical Resources & Services Support	Details of firm's ability / facility available for provision, installation, upgrading, training and after works services.
f.	Consignment completion period	Firms should specify the completion period from the date of issue of Purchase / Work Order not exceeding 55 calendar days

B. Bids Evaluation Criteria for Technical Bid. Bids will be evaluated in fair, transparent and non-discriminatory manner. For the purpose, following mandatory scales of evaluation shall be taken into consideration.

TECHNICAL REQUIREMENT

1. The committee (if required) may visit the office for validation.
2. The work shall be executed under the direction of the Engineer Incharge, and as per Pak. PWD Specifications for Building and Road Works.
3. Taxes will be applicable as per existing Govt rules

SSr #	Parameter	Scale of Evaluation
1	The firm must be registered with PEC (Pakistan Engineering Council) for C6 and above (Attach copy of registration).	30
2	Organization Chart of Supervisory staff and labor. (Attach list with qualification)	10
3	The firm must have 5 years of experience in similar type of Projects In Universities (Attach list of projects done)	10
4	List of projects done on past 5 years with cost each project will be assigned 4 marks and upto 20 including all projects	20
5	List of major equipment-related items.	10
6	Availability of local office and workshop in District Rawalpindi/Islamabad	10
7	Undertaking to respond and resolve fault in 90 minutes during any episode of breakdown of the installed equipment or any fault in the installed equipment	10
	Total Marks	100
	Minimum Qualifying Marks:	75

c. Preparation of Financial Bid:

Financial Bid will be preparing in following manner.

a.	Bid Prices	<ul style="list-style-type: none"> ➤ Schedule items and Non schedule items may be quoted separately as specified in purchased BOQ ➤ The bid must be made on BoQ attached with Tender Document and signed by bidder or the authorized Firm/dealer / representative. ➤ Alternate item (s) / Price (s) will not be quoted
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b.	Bid Validity	90 Days from the date of opening of Bid.
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GENERAL CONDITIONS:

9. COMSATS University Islamabad (CUI) Wah Campus relevant committee shall evaluate the proposal as per evaluation criteria set out in these documents.
10. Alternative bid via single bid shall not be considered and shall be rejected.
11. At any time prior to the deadline for submission of bids, Officer In charge Purchase Section may, for any reason, to be recorded, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. However, after bid opening no alteration in bid documents shall be allowed.
12. If a bid is not substantially responsive, it will be rejected for the said bidding.
13. CUI Wah Campus reserves the right to accept or reject any or all of the bids under Rule 33 of PPRA Rules.
14. The firm will provide the country-of-Origin certificate on the letterhead of manufacturer regarding the quoted equipment.
15. The successful bidder shall provide bill of lading on shipment, insurance document, if applicable.

Bid Security:

Bid security of the successful bidder will be released after adjusting the Performance Guarantee.

The bid security may be forfeited:

- i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form.
- ii) In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance guarantee.

BID VALIDITY:

- i) The bids should be valid for a period of 90 days from the date of opening.
- ii) In exceptional circumstances, after recording the reasons, COMSATS University Islamabad Wah Campus may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not permitted to modify its bid, except as provided in the bidding document.

Declaration Form

(THIS FORM IS TO BE SUBMITTED WITH THE BID)

All the terms & conditions have been carefully read and understood and are hereby unconditionally accepted and it is declared that:

- a) I understand that by inserting any condition in my bid consciously or unconsciously shall automatically disqualify me from the bidding process.
- b) By altering/adding/deleting any point, clause, condition in the documents provided shall automatically disqualify me from the bidding process.
- c) All the information furnished by me here-in is correct.
- d) I have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.
- e) I agree that the decision of CUI in selection shall be final and binding to me.
- f) I have read the instructions appended to the proforma and I understand that if any false information in the document is noticed at a later stage, CUI is at liberty to act in a manner in accordance with the applicable rules and terms & conditions of the tender, which may include Penalty AND/OR forfeiting of bid security AND/OR blacklisting for future tendering with CUI AND/OR bar from business with CUI for a period of six months.

Tender Title	
Tender No.	
Name of Firm/ Company	
Year of Establishment in this business	
Name of Authorized Representative	
Office Address	
GST No.	
NTN.	
Valid Cell No.	
Valid E-mail (For all official correspondence)	
Signature & Stamp (Authorized Representative)	

1. (c) SCHEDULE OF PRICES – CIVIL WORKS

Sr.No	Description	Qty	Brand	Rating	Rate (Rs)	Amount
1	<u>ATS/AMF/MOR PANEL</u>					
1.(A)	<u>COMPONENTS FOR INCOMING SUPPLY</u>					
	ACB TP 65 KA ADJ	2	SCHNEIDER/ABB			
	UVT	2	SCHNEIDER/ABB			
	SHUNT	2	SCHNEIDER/ABB			
	CLOSING COIL	2	SCHNEIDER/ABB			
	MOTOR MECHANISM	2	SCHNEIDER/ABB			
	U/O VOLTAGE PHASE FALIURE RELAY	2	ABB/ZAHRA			
	CURRENT TRANSFORMER	3	FICO/Metelex			
	ATS MODULE CONTROLLER	1	DEEPPSEA /SICES			
	BATTERY CHARGER	1	KUTAI			
	DRY BATTERY BANK	2				
	CONTROL RELAY	7	PHOENIX/FINDER			
	ON / OFF PUSH BUTTONS	4	SCHNEIDER			
	EMERGENCY STOP	1				
	AUTO OFF MANUAL SWITCH	2	CAMSCO/GGT			
	CURRENT TRANSFORMER	6	FICO			
	ENERGY ANALYZER	2	TENSE			
	CURRENT TRANSFORMER	6	FICO			
	AMPS METER (DGITAL)	2	FICO			
	AMPS SELECTOR SWITCH	2	CAMSCO / BRETER			

	VOLT METER (DIGITAL)	2	FICO			
	VOLT SELECTOR SWITCH	2	CAMSCO / BRETER			
	ON/OFF/TRIP INDICATORS	3	SCHNEIDER			
	PHASE INDICATORS	6	SCHNEIDER			
	CONTROL MCB	12	HIMEL/CHINT			
	TERMINAL BLOCK 4 MM	24	PHOENIX			
	LOUVERS	2				
	DOOR LIGHT (on/off)	2	LIGHT			
	DOOR LIMIT SWITCHES	2	CAMSCO			
	EX. FAN	2	FULL TECH			
	THERMOSTATE 0.50C	2	SCHLIBER			
1.(B)	COMPONENTS FOR OUTGOING SUPPLY: MOR					
	ACB TP 65 KA ADJ	3	SCHNEIDER/ABB			
	MECHANICAL INTERLOCKING	2	SCHNEIDER/ABB			
1.(C)	COMPONENTS FOR OUTGOING SUPPLY					
	MCCB TP 50 KA ADJ	8	SCHNEIDER/ABB			
	MCCB TP 36 KA ADJ	6	SCHNEIDER/ABB			
	MCCB TP 36 KA ADJ	3	SCHNEIDER/ABB			
1.(D)	ENCLOSURE DETAIL					
	2000 AMPS TPN & E BUS BARS	1				
	CUBICAL SIZE: 2100 X 4900 X 800 MM, CUBICAL TYPE: INDOOR FLOOR MOUNTED , CUBICAL DOOR:., SOLID CABLE'S ENTRY: BOTTOM P. COATED : DOUBLE POWDER COAT STEEL SHEET: 14 SWG RAL	1				

	7035					
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2	LT PANEL					
2.(A)	COMPONENTS FOR INCOMING SUPPLY					
	ACB TP 65 KA ADJ	1	SCHNEIDER/ABB			
	UVT	1	SCHNEIDER/ABB			
	SHUNT	1	SCHNEIDER/ABB			
	CLOSING COIL	1	SCHNEIDER/ABB			
	MOTOR MECHANISM	1	SCHNEIDER/ABB			
	U/O VOLTAGE PHASE FALIURE RELAY	1	ABB/ZAHRA			
	CURRENT TRANSFORMER	3	FICO			
	ENERGY ANALYZER	1	TENSE			
	CURRENT TRANSFORMER	3	FICO			
	AMPS METER (DGITAL)	1	FICO			
	AMPS SELECTOR SWITCH	1	CAMSCO / BRETER			
	VOLT METER (DIGITAL)	1	FICO			
	VOLT SELECTOR SWITCH	1	CAMSCO / BRETER			
	ON/OFF/TRIP INDICATORS	3	SCHNEIDER			
	PHASE INDICATORS	3	SCHNEIDER			
	CONTROL MCB	3	HIMEL/CHINT			
	LOUVERS	1				
	DOOR LIGHT (on/off)	1	LIGHT			
	DOOR LIMIT SWITCHES	1	CAMSCO			
	EX. FAN	1	FULL TECH			
	THERMOSTATE 0.50C	1	SCHLIBER			
2.(B)	COMPONENTS FOR OUTGOING SUPPLY					
	MCCB TP 50 KA ADJ	2	SCHNEIDER/ABB			
	MCCB TP 50 KA ADJ	4	SCHNEIDER/ABB			
	MCCB TP 36 KA	4	SCHNEIDER/ABB			

	ADJ					
2.(C)	ENCLOSURE DETAIL					
	2000 AMPS TPN & E BUS BARS	1				
	CUBICAL SIZE: 2100 X 1800 X 800 MM, CUBICAL TYPE: INDOOR FLOOR MOUNTED , CUBICAL DOOR:, SOLID CABLE'S ENTRY: BOTTOM P. COATED : DOUBLE POWDER COAT STEEL SHEET: 14 SWG RAL 7035	1				
3	SMPB CRICKET GROUND					
3.(A)	COMPONENTS FOR INCOMING SUPPLY					
	MCCB TP 50 KA ADJ	1	SCHNEIDER/ABB			
	CURRENT TRANSFORMER	3	FICO			
	AMPS METER (DGITAL)	1	FICO			
	AMPS SELECTOR SWITCH	1	CAMSCO / BRETER			
	VOLT METER (DIGITAL)	1	FICO			
	VOLT SELECTOR SWITCH	1	CAMSCO / BRETER			
	PHASE INDICATORS	3	SCHNEIDER			
	CONTROL MCB	3	HIMEL/CHINT			
	LOUVERS	1				
	DOOR LIGHT (on/off)	1	LIGHT			
	DOOR LIMIT SWITCHES	1	CAMSCO			
	EX. FAN	1	FULL TECH			
	THERMOSTATE 0.50C	1	SCHLIBER			
3.(B)	COMPONENTS FOR OUTGOING SUPPLY					
	MCCB TP 50 KA ADJ	3	SCHNEIDER/ABB			

	MCCB TP 36 KA ADJ	3	SCHNEIDER/ABB			
3.(C)	ENCLOSURE DETAIL					
	1000 AMPS TPN & E BUS BARS	1				
	CUBICAL SIZE: 2100 X 1200 X 600 MM, CUBICAL TYPE: INDOOR FLOOR MOUNTED , CUBICAL DOOR:; SOLID CABLE'S ENTRY: BOTTOM P. COATED : DOUBLE POWDER COAT STEEL SHEET: 14 SWG RAL 7035	1				
4	MCCB BOX POF					
4.(A)	COMPONENTS FOR INCOMING SUPPLY					
	MCCB TP 50 KA ADJ	1	SCHNEIDER/ABB			
	PHASE INDICATORS	3	SCHNEIDER			
	CONTROL MCB	3	HIMEL/CHINT			
4.(B)	ENCLOSURE DETAIL					
	CUBICAL SIZE: 1500 X 600 X 450 MM, CUBICAL TYPE: INDOOR FLOOR MOUNTED, CUBICAL DOOR:; SOLID CABLE'S ENTRY: BOTTOM P. COATED : DOUBLE POWDER COAT STEEL SHEET: 14 SWG RAL 7035	1				

SPECIAL CONDITIONS OF THE CONTRACT: -

- i. **A minimum of 02 Years comprehensive warranty of the original ATS manufacturer against all type of Faults with parts and services only. (Certificate/undertaking type on official letterhead)**
- ii. If any of the given specifications/parameters do not meet the required specifications, the Offer will not be considered and shall summarily be rejected by technical Committee.
- iii. In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for blacklisting and the work order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
- iv. At the time of contract signing, the successful firm will have to provide a certificate 05 (Ten) Years parts easy availability in market
- v. All bidders shall comply with code of ethics formulated by PPRA.

Notification of Evaluation Reports:

The evaluation report shall be notified through EPADS.

Corrupt or Fraudulent Practices & Blacklisting:

The bidders shall be required to observe the highest standard of ethics during the procurement and execution of contracts. For the purpose of this provision, the terms set forth below are defined as under:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of CUI, Wah Campus;

- c. “Collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive CUI, Wah Campus of the benefits of free and open competition.
 - i. CUI, Wah Campus shall have the right to reject a proposal for award if it determines that the bidder had been engaged in corrupt or fraudulent practices in the past with any organization.
 - ii. Any bidder/firm/company which is blacklisted by any organization and/or notified as blacklisted by PPRA shall be considered disqualified from the bidding process.
 - iii. If it at any time, CUI, Wah Campus determines that the firm has engaged in corrupt, fraudulent, or collusive practices in competing for, or in executing the contract, it shall sanction/ban a bidder/firm/company, in accordance with prevailing Blacklisting procedures under Federal Public Procurement Rules.

Award of Contract:

- i. After scrutiny of all bidding documents, the final evaluation report shall be uploaded to EPADS, and the work order/purchase order shall be issued
- ii. The successful bidder shall immediately sign a contract agreement / Work Order/Purchase Order. The bidder shall bear all the stamp duties and expenses for the purpose of contract agreement/Work Order/Purchase Order, if any.

IMPORTANT TERMS & CONDITIONS

- **The ATS and Lt panel will be delivered and installed on site within 55 Calendar days from the date of issuance of purchase/ work order.**
- The bidder should provide the original catalog of the equipment.
- The Supplier should provide the 5% performance Guarantee (or as applicable)
- If the supply is not done within the period mentioned in the supply order, penalty @ 2% will be charged upto 15 days and beyond 15 days the penalty will be charged @ of 5%.
- **Warranty/Guarantee of the above equipment shall be total 2 years.** Certificate/undertaking type on official letterhead
- The bidder must register with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
- The firm will provide the complete set of service manual of the above mention item
- Quarterly Periodic preventive maintenance shall be done by the company in the presence of the concerned department till the warranty period.
- The Contractor should depute his representative shall be a competent and skilled person approved by the Engineer (of which approval may at any time be withdrawn) and who shall be present on the Site during all working hours. He shall be fluent in the English language. He shall not be transferred from the Site without the consent of the Engineer. The Contractor's Representative shall be a Registered/Professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976).”
- 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 make, maintain, and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.
- The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the

Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use.

- The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment as is to be imported into Pakistan and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licences.
- The Contractor shall submit for approval of the Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the Engineer. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs.”
- “Except with the prior written authorisation of the Employer the Contractor shall not exhibit or permit to be exhibited any photographs or advertisement on the Works. Any authorized exhibition shall be immediately removed if the Employer so requires.”
- The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works.
- The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Engineer immediately by the quickest available means.
- The country-of-origin certificate should be provided with the documents.
- If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.”

- The delivery & Installation will be the responsibility of Supplier.
- The bidder shall provide and undertaking that the bidder has not been declared black listed by any Government / Semi-Government institutions.
- The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate after completion within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days.
- Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law.”

If the Works or any part thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:

- (a) Defective work not rectified
- (b) Guarantees not met
- (c) Claims filed against the Contractor
- (d) Failure of the Contractor to make payments due for Plant procured or labour employed by him.
- (e) Damage to any other contractor employed by the Employer.
- (f) Contractor's non-compliance with the Contract
- (g) Any Government dues recoverable from the Contractor if notified by the Government

The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts.

Payment Terms:

60% payment will be released after delivery of ATS, goods, components, accessories etc. complete at site.

30% will be released after Installation, Testing, and Commissioning & Handing/Taking Over

Retention money 10% will be released after completion of Warranty period.

STANDARD FORMS

Standard Forms include the following:	Page No.
• Form of Bid Security (Bank Guarantee)	27
• Form of Contract Agreement	31
• Form of Performance Security (Bank Guarantee)	33
• Form of Bank Guarantee/Bond for Advance Payment	35

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of Principal (Bidder) with address: _____

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

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or

- (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty 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 formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified 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 Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness: Signature _____
1. _____ Name _____
_____ Title _____

Corporate Secretary (Seal)

2.

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement
 - (b) The Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) The Preamble to Conditions of Contract
 - (e) The Particular Conditions of Contract
 - (f) The General Conditions of Contract
 - (g) The priced Schedule of Prices
 - (h) The completed Schedules to Bid
 - (i) The Specifications
 - (j) The Drawings

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

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

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

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: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above 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 _____ the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of 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 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the 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 which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF BANK GUARANTEE/BOND FOR ADVANCE PAYMENT

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

_____ (Particulars of Contract), with
_____ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of 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 advance payment for performance of his obligations under the said Contract.

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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

This guarantee shall expire not later than _____

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

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)