

**PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY**

**TENDER DOCUMENTS
ON F.C.S BASIS**

**Procurement of SF6 Gas cylinders alongwith other
testing equipment for GIS
for Gomal Zam Hydel Power Station
on FCS Basis**

GOMAL ZAM HYDEL POWER STATION WAPDA

Resident Engineer
Gomal Zam Hydel Power Station
CRBC Colony, Dera Ismail Khan

 +92-332-1639655
E-mail regzhps2026@gmail.com

SUMMARY OF CONTENTS

SUBJECT	PAGE NO.
INVITATION TO BIDDERS	3
INSTRUCTION TO BIDDER	4
BIDDING DATA	13
FORM OF BID	15
PREAMBLE TO SCHEDULE OF PRICE	17
SCHEDULE TO BID	19
CONDITION OF CONTRACT	20
CONTRACT DATA	28
FORM OF 2% BID SECURITY	31
FORM OF 10% PERFORMANCE SECURITY	33
FORM OF CONTRACT AGREEMENT	35
FORM OF INTEGRITY PACT	36
SPECIAL CONDITIONS	37

INVITATION TO BIDDERS
GOMAL ZAM HYDEL POWER STATION

Pakistan Water & Power Development Authority (WAPDA), represented by Resident Engineer, Gomal Zam Hydel Power Station, WAPDA, D.I.Khan (the Purchaser) invites electronic bids on FCS basis from Bonafide manufacturers / authorized distributors, suppliers, contractors registered with Income Tax & Sales Tax department and on Active Tax Payers List (ATL) of FBR will be eligible for participating / obtaining e-bidding documents for below mentioned items:-

Sr. #	Tender #	Description	Time for performance of Contract	Bid Security (Rs.)	Closing date & time	Opening date & time
1.	GPS/ITR/26	Purchase of SF6 Cylinders alongwith other testing equipment's for Gomal Zam Powerhouse on FCS basis	60 Days	250,000/-	02-09-2026 1200 hrs	02-09-2026 1230 hrs

2. E- bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements, are available for registered bidders on EPADS (www.eprocure.gov.pk).

3. The bids must be submitted by using EPADS on or before closing date & time of e-bid submission. Manual bids shall not be accepted. Electronic Bids will be opened on the same day in the office of Chief Engineer (Hydel) Chashma, in the presence of the bidders designated representatives. A Single Stage Single Envelope procedure shall be followed for this procurement.

4. Each bidder shall furnish aforementioned Bid Security (in original) in the form of CDR in favour of Resident Engineer, Gomal Zam Hydel Power Station, WAPDA, D.I.Khan and must be delivered in the office of Resident Engineer, Gomal Zam HPS on or before e-bid closing date & time.

5. This advertisement is also available on PPRA and WAPDA websites

Note:

1. One hard copy of the bids in sealed form shall also be submitted in the office of Resident Engineer, Gomal Zam HPS.
2. Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk and on WAPDA's website www.wapda.gov.pk.

(Muhammad Noman)
Resident Engineer
Gomal Zam Hydel Power Station
Phone No. +92-332-1639655
ITR Representative +92-302-3931335
E Mail: regzhps2026@gmail.com

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

Resident Engineer, Gomal Zam Hydel Power Station on behalf of WAPDA as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for Purchase of SF6 Cylinders alongwith other testing equipment for Gomal Zam Powerhouse on FCS basis for Gomal Zam Hydel Power Station on FCS Basis for Gomal Zam Hydel Power Station as per B.O.Q.

Bidders must quote for the complete scope of supply. Any Bid covering partial scope of supply/spares but less than 50% shall be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources with the budget allocation for procurement of lubricants/spare parts/goods/material/works.

IB.2 Eligible Bidders

2.1 Bidding is open to all local, suppliers in line the business with WAPDA meeting the following requirements:

- i) Sales tax registered firms but in line with business can also apply subject to submission of Rs.250,000/- earnest money of their quoted price.
- ii) Bonafide Manufacturer's and their authorized suppliers.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Amendment/addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Integrity Pact (*will be applicable in case the amount of contract exceed more than 10.00 Million*)
5. Specifications
6. Drawings, if required/applicable.

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification in respect of the Bidding Documents may contact the Employer at the following address indicated in the Bidding Data:

Resident Engineer
WAPDA-Gomal Zam Hydel Power Station
Dera Ismail Khan
Phone No. +92-332-1639655
ITR Representative +92-302-3931335
Email: regzhps2026@gmail.com

- 5.2 The Employer will respond to any request for clarification which it receives earlier than Ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 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 amendment/addendum.
- 6.2 Any amendment/addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each amendment/addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an amendment/addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed/initialed and sealed in accordance with Clause-14.3.
 - (c) Schedules to Bid duly filled and initialed, in accordance with the instructions contained therein and in accordance with sub clause IB 14.3.
 - (d) Bid Security in accordance with Clause-IB-13.
 - (e) Power of Attorney in accordance with Clause-IB-14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, 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 of the Works/supply of goods/spares/equipment.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works/supply of goods/spares/equipment.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule to Bid) indicating the unit rates and prices of the Works/supply of goods/spares/equipment to be performed under the contract/purchase order. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in various foreign currencies.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works/Supply of goods/Spares/Equipment' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works/supply of goods/spares/equipment' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a bid Security in the amount stipulated in Bidding Data in Pak Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty-eight (120) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified period. The request and responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of 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-13 in all respects.

14.2 All Schedules to Bid are to be properly completed and signed.

14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.5 The original and copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.6 The Bid must be submitted on EPADS and also delivered by registered mail at the address to Employer as given in Bidding Data.

14.7 Bidder shall indicate in the space provided in the form of bid, their full and proper address at which notices may be legally served to them and to which all correspondences in connection with their bids and contract are to be sent.

14.7 The bidder can quote items but not less than 50%.

14.8 The bid shall contain no alterations, omissions or additions except to comply with the instructions issued by the Employer, or as are necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the person or persons signing the bid.

14.9 Schedule of technical data attached with the bid. Schedule must accompany the bid duly filled in signed and stamped, by the bidder, otherwise the offer will be considered incomplete/rejected.

14.10 The ORIGINAL and each COPY of the bid shall be separately sealed and put in separate envelopes and marked as such. The envelop containing the original and copies will be put in one sealed envelop and addressed/identified. If the outer envelop is not sealed and marked, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated in INVITATION in EPADS and TO BID/BIDDING DATA.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 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 pursuant to Sub-Clause IB.13.5 (a).
- 15.6 Bids with charges payable will not be accepted, nor will arrangements be made 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.
- 15.7 Upon request, acknowledgement of receipt of bid will be provided to those making delivery in person or by messenger.

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The bid opening committee constituted by the Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid. Discount offered for lesser period than the bid validity will not be considered in evaluation.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

A material deviation or reservation will be considered as follows:

- i). which affects in any substantial way the scope, quality or performance of the goods/spares.
- ii). Which limit/restricts in any substantial way, inconsistent with the bidding documents, the Employer's right or the bidder's obligation under the contract or
- iii). Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bidder.

The Employer's determination of a bid responsiveness will be based on the contents of the bidder, without recourse to extrinsic evidence.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited. The Employer may at his discretion ask the bidder for clarification of his bid to assist the evaluation and comparison of bids. The request for clarification and response shall be in writing and be recorded and no change in the price or substance of bid shall be sought, offered or permitted.

Preliminary Examination for Responsiveness of Bidder

The Employer will examine the bids to responsiveness of bids in the following manner:

- Bid is complete and does not deviate from the scope/B.O.Q.
- Any computational errors have been made.
- Requisite bid bond have been furnished.
- Documents have been properly signed & stamped.
- Bid is valid as per requirement.
- Bid prices are firm during currency of contract.
- Bidder/manufacturer/supplier is eligible to bid and possess the requisite experience/skill.
- Bid does not deviate basic technical requirement.
- Bid is generally in order.
- A bid is not likely to be entertained:
- Bid received after the time and date fixed for its receipt will not be considered.
- Bid received through fax, telegraph, email.
- Bid security not found attached.
- Unsigned bid is received.
- Bidder refuse to accept arithmetic corrections.
- Bid validity is less then specified.
- Bid price is not found during currency contract.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works/supply of goods/spares/equipment. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the supply of goods/spares/equipment offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule to Bid will be compared with technical features/criteria of the goods/spares/equipment detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Bid will also be reviewed. Bids containing material deviation in technical specification shall liable for rejection.

- (b) **Commercial Evaluation**
It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no major material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation for comparison purpose only.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer) for comparison purpose only.
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 **Evaluation Methods**

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) **Price Adjustment for Technical Compliance**

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Employer.
- (ii) **Price Adjustment for Commercial Compliance**

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.
- (iii) **Price Adjustment for Deviation in Terms of Payments for comparison purpose only.**

As per WAPDA payment procedure.

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced in due course of time prior to award of contract.
- 17.2 Any effort by a bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 In the absence of pre-qualification, the Employer will determine to its satisfaction whether the substantially response, lowest evaluated bidder is qualified to satisfactorily perform the contract.
- 18.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under relevant clause, as well as such other information required as the Employer deems necessary and appropriate.
- 18.3 An affirmative determination will be pre-requisite for award of the contract/issuance of purchase order to the bidder. A negative determination will result in rejection of the bidder's bid in which event, Employer will proceed to the next lowest evaluated bid to undertake a similar determination of that bidder's capabilities to perform the contract satisfactorily.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Intent/Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable 10% Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.
- 20.4 On receipt of acceptable 10% performance security, the Employer will issue purchase order thereafter. In the case of signing contract agreement the issue of purchase order is not required. The supplier will acknowledge the acceptance of purchase order within seven (7) days after the date thereof.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of thirty (30) days after the receipt of Letter of Intent.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the 2% Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.23 Alternative Proposal by Bidder

- 23.1 Should any bidder consider that he can offer any advantage to the Employer by a modification to the designs or specifications, or other conditions he may, in addition to his bid to be submitted in strict compliance with the bidding documents, submit alternative proposal(s) containing (a) relevant design calculations (b) Technical specifications (c) 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.
- 23.2 Alternative proposal, if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for award of contract to such bidder.

IB.24 Employer's right to vary Quantities

- 24.1 Employer reserves the right at the time of award of contract to increase or decrease by upto 15% of the contract price specified in the schedule of price without any change in the unit rate or other terms & conditions.
- 24.2 The Employer reserves the right to delete any item (s) before placing purchase order.

IB.25 Instructions not part of Contract

- 25.1 Bids shall be prepared and submitted in accordance with these instructions which are provided to assist bidders in preparing the bidding documents and do not constitute part of the bid or the purchase order/contract agreement.

BIDDING DATA

(This section should be filled in by the Employer before issuance of the Bidding Documents. The following specific data for the Works/supply of goods/spares/equipment to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Employer

Resident Engineer
Gomal Zam Hydel Power Station

Brief Description of Works/supply of goods/spares/equipment

Purchase of SF6 Cylinders alongwith other testing equipment for Gomal Zam Powerhouse on FCS basis

5.1 Employer's address:

Resident Engineer
Gomal Zam Hydel Power Station, WAPDA, CRBC
District Dera Ismail Khan
Phone No. +92-332-1639655
ITR Rep. +92-302-3931335
Email: regzhps2026@gmail.com

10.3 Bid shall be quoted entirely in Pak rupees. The payment shall be made in Pak rupees.

11.2 The bidder/manufacture has the financial, technical and production capability necessary to perform the contract as follows: _____

- 12.1 (a) A detail description of the works/goods/spare/equipment, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with schedule B to Bid, Specific Works/spares/equipment Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrains and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works/goods/spares/equipment to be performed.

13.1 Amount of Bid Security

Rs.250,000/-

14.1 Period of Bid Validity

90 (One hundred twenty) days.

14.4 Number of Copies of the Bid to be Submitted

One original plus one copy.

14.6 Employer's Address for the Purpose of Bid Submission

Office of Chief Engineer (Hydel)
WAPDA, Chashma,
Distt. Mianwali

15.1 Deadline for Submission of Bids

1200 HRS on 02-09-2026 (Wednesday)

16.1 Venue, Time, and Date of Bid Opening

Venue: Office of Chief Engineer (Hydel) Chashma, CHP Colony, Chashma, District Mianwali

Time: 1230 HRS.

Date: 02-09-2026 (Wednesday)

16.4 Responsiveness of Bids

- (i) The Bid is valid till delivery period,
- (ii) The Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion/delivery period offered is within specified limits,
- (iv) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) The Bid does not deviate from basic technical requirements and conditions of contract.
- (vi) The Bids are generally in order, etc.

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works/supply of goods/spares/equipment)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works/supply of goods/spares/equipment, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works/supply of goods/spares/equipment and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of _____ or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works/supply of goods/spares/equipment and to deliver and complete the Works/supply of goods/spares/equipment comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ 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 Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works/supply of goods/spares/equipment.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____
Address: _____

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole/an item or items of the works/supply of goods/spares/equipment as described in these Bidding Documents. Bidder may quote an item or items of works/supply of goods/spares/equipment at least 50% of the spares/goods/material/lubricants.

2. Description

- 2.1 The general directions and descriptions of works/supply of goods/spares/equipment and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works/supply of goods/spares/equipment set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, 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/supply of goods/spares/equipment and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5
 - (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works/supply of

goods/spares/equipment to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works/supply of goods/spares/equipment, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works/supply of goods/spares/equipment and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilize such sums.

SCHEDULE TO BID



Resident Engineer
Gomal Zam Hydel Power Station District Dera Ismail Khan

SCHEDULE TO TENDER NO. GZS/ITR/26 ON F.C.S BASIS

TENDER WILL BE OPENED ON 02-09-2026 (1230 Hrs.)

AT CHIEF ENGINEER HYDEL CHP COLONY CHASHMA DISTRICT MIANWALI

Sr. No.	Description of items	Unit	Qty	Unit Rate	Total Amount (Rs.)
1.	SF6 Gas (Cylinder = 50 KG)	Cylinder	15		
2.	Cylinder regulator	Nos	01		
3.	Hope pipe (P=12bar), Length = 15meter alongwith connector	Nos	01		
4.	SF6 Impurity Tester	Nos	01		

IMPORTANT NOTES:

- Exact equivalent having same technical specifications and dimensions is acceptable.
- Reference list of customers to whom you have supplied the identical equipment/material (exact equivalent) alongwith performance certificate issued by the consumer or detailed name and address to consumers to judge the suitability of the material be attached with the bid.
- Besides the conditions mentioned in the invitation of the tender, this bid is governed by the general conditions of contract of WAPDA Purchase 1969 amended from time to time up to date and latest purchase procedure.
- In case of holiday on the schedule opening date, the opening date will be automatically shifted to the next working day.
- Each page of bidding documents should be signed / stamp
- Form of bid must be dully filled.

SIGNATURE OF BIDDER

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" shall mean the invitation to bid, schedule to bid, schedule of bid, acceptance of bid herein after defined and those general and special conditions that may be included in the purchase order.
- 1.1.2 "Specifications" means the document as listed in the schedule to bid as per Employer's requirements.
- 1.1.3 "Drawings" means the Employer's drawings of the required spares as listed in the schedule to bid, and any Variation to such drawings.

Persons

- 1.1.4 "Employer" means Resident Engineer, Gomal Zam Hydel Power Station.
- 1.1.5 "Contractor" shall mean the person or firm with whom the order of supply is placed.
- 1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the delivery period after establishment Letter of Credit as per relevant Clause of purchase order.
- 1.1.8 "Day" means a calendar day.
- 1.1.9 "Time for Completion" means the date mentioned in the purchase order i.e. delivery period.

Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works/supply of goods/spares/equipment but does not include Materials or Plant intended to form part of the Works/supply of goods/spares/equipment.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works/supply of goods/spares/equipment by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works/supply

of goods/spares/equipment.

1.1.17 "Site" means the places provided by the Employer where the Works/supply of goods/spares/equipment are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Employer under Sub-Clause 10.1.

1.1.19 "Works/supply of goods/spares/equipment" means any or all the works/supply of goods/spares/equipment whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works/supply of goods/spares/equipment and any variation thereof.

1.1.20 "Engineer", means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works/supply of goods/spares/equipment.

2. **THE EMPLOYER**

2.1 **Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works/supply of goods/spares/equipment.

2.3 **Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works/supply of goods/spares/equipment including the suspension of all or part of the Works/supply of goods/spares/equipment.

2.4 Approvals

No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations.

3. EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

Resident Engineer Gomal Zam Hydel Power Station or a person duly authorized to act for him and on his behalf for the purposes of this Contract.

3.2 Employer's Representative

The name and address of Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Employer, the delegated duties and authority before the Commencement of Works/supply of goods/spares/equipment.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works/supply of goods/spares/equipment properly and in accordance with the Contract/Purchase order. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Sub-contracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within thirty (30) days after receipt of Letter of Intent/Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee from any Schedule Bank of Pakistan.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt of Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor/Bidder shall be fully responsible for supply and goods/spares/equipment according to bid specifications.

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works/supply of goods/spares/equipment;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works/supply of goods/spares/equipment, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works/supply of goods/spares/equipment by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works/supply of goods/spares/equipment, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. **TIME FOR COMPLETION**

7.1 **Execution of the Works/supply of goods/spares/equipment**

The Contractor shall commence the works/supply of goods/spares/equipment on the Commencement Date and shall proceed expeditiously without delay and shall execute the contract, subject to Sub-Clause 7.3 below, within the specified time for completion.

7.2 **Program**

Within the time stated in the Contract Data/purchase order for the works/supply of goods/spares/equipment.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer for a reasonable extension in the time for the completion of Works/supply of goods/spares/equipment. Subject to the aforesaid, the Employer shall determine

such reasonable extension in the time for the completion of Works/supply of goods/spares/equipment as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer for the same; and

the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works/supply of goods/spares/equipment within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount (LD charges) as stated in the bidding documents for each day for which he fails to complete the Works/supply of goods/spares/equipment.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Employer when he considers that the Works/supply of goods/spares/equipment are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor or the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of works which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

Replacement of un-acceptable material/goods/spares/equipment with acceptable one.

9.2 Un-Covering and Testing

The contractor/bidder will furnish a warranty certificate, certifying that the material supplied conform exactly to the specification laid down in the contract and is brand new and that in the event of the material being found defective or not conforming to specification/particular governing supply at the time of delivery and for a period of 12 months from the date of completion of supply, contract/bidder will be held responsible for all losses and that the un-acceptable material shall be submitted with acceptable material, at his expenses and cost.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue Variation Order(s), the Contractor may confirm any verbal order given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or

- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day works rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Material, used duly verified by the Employee/Engineer.

10.3 **Early Warning**

The contractor shall notify the Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the works/goods/spares/equipment, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Employer being un-able to keep all relevant records or not taking steps to minimize any delay, disruption, or cost, or the value of variation, the Contractor's entitlement to extension the Time for Completion or additional payment shall be reduced/rejected.

10.4 **Valuation of Claims**

If the contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such cost. If as a result of any Employer's Risk, it is necessary to change the works/woods/spare/equipment, this shall be dealt with as variation subject to Contractor's notification for intension of claim to the Employer with in fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The contractor shall submit to the Employer and itemized make-up of the value of variations and claims with in twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

As per WAPDA procedure for F.C.S supplies mentioned in Special Conditions.

(b) **Valuation of the Works/goods/spares/equipment**

The Works/goods/spares/equipment shall be valued as provided for in the Contract Data, subject to Clause-10

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) The value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Not applicable in case of purchase order placed on F.O.R basis.

11.4 Retention

10% performance guarantee is obtained prior to placing of purchase order and will be released after expiry of 12 months being warranty period.

11.5 Final Payment

Payment to the supplier will be released upon successful delivery, and issuance of inspection certificate by Employer as per Wapda procedure.

11.6 Currency

Payment shall be in the Pak Rupees for orders on F.O.R. basis.

12. DEFAULT

12.1 Default by Contractor

If the Contractor supply the material being found defective or not confirming to specifications/particulars governing supply at the time of delivery that the un-acceptable material shall be substituted with the acceptable material, at his expense and cost.

If the Contractor has taken all practicable steps to remedy the default within fourteen (*14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty (21) days, terminate the Contract.

12.2 Default by Employer

Not applicable in procurement of spares.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

To proceed in line with the relevant clauses of purchase order/agreement.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works/supply of goods/spares/equipment

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works/supply of goods/spares/equipment from the Commencement Date until the date of the Employer's issuance of Certificate of Completion. Responsibility shall then pass to the Employer.

If any loss or damage happens to the Works/supply of goods/spares/equipment during the above period, the Contractor shall rectify such loss or damage so that the Works/supply of goods/spares/equipment conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works/supply of goods/spares/equipment.

13.2 Force Majeure

As per Special Conditions of the bidding documents.

14. INSURANCE

14.1 Arrangements

The Contractor will be responsible for supply/packing of the material suitable for transit by rail/road so as to ensure it being free from loss/damage on arrival at destination. The packing of the material shall be done by Contractor/Supplier at Contractor/Supplier expenses, in accordance with the standard specifications.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

The Contractor will not be absolve from responsibility till supply of goods/spares/equipment as per specification laid down in Purchase order/Contract.

16. INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule to his Bid, 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 Sub-Contractors, agents 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 Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works/supply of goods/spares/equipment at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any
(To be listed by the Employer)

1.1.4 **The Employer** means

Resident Engineer
Gomal Zam Hydel Power Station

1.1.5 **The Contractor** means

1.1.6 **Commencement Date** means within specified delivery period after/from the date of issuance of purchase order.

1.1.9 **Time for Completion** within delivery period of purchase order/contract.
(The time for completion of the whole of the Works/goods/spares/equipment should be assessed by the Employer)

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Intent/Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

(The Employer may add, in order of priority, such other documents as form part of the contract. Delete the documents, if not applicable)

2.1 **Provision of Site:** On the Commencement Date*

3.1 **Authorized person :** _____

3.2 **Name and address of Employer's representative** _____

4.3 Not applicable in procurement of spares (Sub controlling)

4.4 **Performance Security:**

Amount 10% of bid price

Validity 12 months after dispatch of material

(Form: As provided under Standard Forms* of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's Not applicable in procurement of spares

7.2 **Program:**

Time for submission: (Not applicable in procurement of spare).

Form of programme: (Not applicable in procurement of spare).

7.4 Amount payable due to failure to complete shall be 0.07% per day up to a maximum of (10%)* of sum stated in the Letter of Intent/Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

8.2 **Taking Over Notice:** Not used in FOR supplies.

9.1 **Period for remedying defects**

11.1 (a) **Terms of Payments**

- i. You will be entitled to 100% payment through cheque against successful delivery and inspection of the ordered material at store on production of the following documents:
- Bill in triplicate supported by sales tax invoice.
 - Warranty certificate.
 - Certificate to effect that billed amount has not been claimed or received earlier.

11.1 *(b) **Valuation of the Works/supply of goods/spares/equipment*:**

- i) Lump sum price_____ (details), or
- ii) Lump sum price with schedules of rates _____ (details), or
- iii) Lump sum price with bill of quantities_____ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices_____ (details), or/and
- v) Cost reimbursable_____ (details)

11.2 (b) **Monthly statement** (Not used in FOB supplies of goods/spares/equipment).

11.3 **Percentage of retention:** N.A.

11.6 **Currency of payment:** Local Currency

12.2 **Default by the employer** (Not used in FOR supplies of goods/spares/equipment).

12.3 **Insolvency** (Not used in FOB supplies of goods/spares/equipment).

14.1 **Insurances: N.A.**

Type of cover

The Works/supply of goods/spares/equipment

Amount of cover

N.A.

Type of cover

N.A.

Amount of cover

N.A.

* (Employers to amend as appropriate)

Type of cover

Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Employer and entered).

Workers:

Other cover*:

(In each case name of insured is Contractor and Employer)

14.2 Amount to be recovered

Premium plus _____ percent (____%).

15.3 Arbitration

Place of Arbitration: Lahore

* (Employers to specify as appropriate)

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Intent/Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance

Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with
address: _____

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

Letter of Intent/Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Intent/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 _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
	2. Name _____
_____ Corporate Secretary (Seal)	3. Title _____
2. _____	
_____ (Name, Title & Address)	_____ Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 20____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works/supply of goods/spares/equipment, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works/supply of goods/spares/equipment 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 Agreement, viz:
 - (a) The Letter of Intent/Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works/supply of goods/spares/equipment and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works/supply of goods/spares/equipment as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

SPECIAL CONDITIONS

1. SPECIAL CONDITIONS

- (a) The above cited prices including GST are firm and final and shall not be escalated for any reason whatsoever.
- (b) The price includes the present duties and taxes. In case however the present duties and taxes are increased or new taxes/duties are imposed by the Govt. on finished goods, during the currency of the Contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by Govt. the prices will be decreased accordingly.

2. SPECIFICATIONS

As mentioned in schedule of Bid.

3. TERMS OF DELIVERY.

Free delivery at consignee store i.e. Office of Resident Engineer, Gomal Zam HPS, WAPDA, CRBC, Dera Ismail Khan, WAPDA Camp at Dam site

4. DELIVERY SCHEDULE/PERIOD

The goods shall be delivered by the seller in the manner specified in the P.O.

Delivery date shall mean the date of:

1st day of Inspection or 15th day of Inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material of or Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. INSPECTION & REJECTION

The inspection of the material will be carried out at firm premises/ consignee store by the team nominated by the Purchaser. All reasonable facilities given in the specifications or allowed by the Industry or Trade in General shall have to be provided to the Inspecting Officer/s by the Bidder at his expense and cost for carrying out the inspection in accordance with the instructions laid down. In addition, the requisite laboratory Tests, needed to be conducted / carried out in accordance with the requirements of the relevant specification.

- i) The inspecting officer may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
- ii) The decision of the Inspecting Officer shall be binding on you.
- iii) If the stores are rejected as aforesaid, then without prejudice to the right of the Purchaser you may submit stores in replacement of those rejected but resubmission will not mean extension of delivery period.
- iv). On final rejection the Purchaser shall have the following rights:
 - a) To purchase the rejected goods at the Bidder(s) cost and expense and ask the Bidder to remove the rejected material within 48 hours.
 - b) To terminate the contract and recover from you the loss, the Authority thereby incur

6. SECURITY DEPOSIT

On acceptance of offer / after issuance of Letter of Intent (LoI), the Bidder shall deposit the security 10% in shape of Bank Draft OR Performance Guarantee. The security is liable for forfeiture in case of

failing to supply the store in accordance with the Terms & Conditions of the Contract. The time period for release of security shall be mentioned in accordance with the nature of material after receipt at Consignee Store and obtaining the NOC from the Consignee / Indenter.

7. CONSIGNEE.

Resident Engineer, Gomal Zam Hydel Power Station, Dera Ismail Khan

8. PAYMENT.

Bidder will be entitled to 100% payment against each supply on production of bill duly supported by the following documents:

- i) Bill in triplicate.
- ii) Warranty Certificate as per Clause----- of the Contract.
- iii) Receipt Certificate (GRN) issued by the Consignee.
- iv) Certificate that the billed amount has not been claimed or received earlier.
- v) Confirmation from this office about receipt of security (in case where it is not confirmed from the Purchaser Order Security Clause-----).
- vi) Inspection Certificate.
- vii) GST will be deducted as per prevailing rules.

The following terms of payment will also be applicable:

- i) Bill submitted by the supplier will also be either passed for payment or rejected by the competent authority within a week of the date of submission. Objection on the rejected will shall be raised only once and not in piece meal.
- ii) Bill passed for payment shall be paid within thirty (30) days of their date of passing.
- iii) Before making payment to the Bidder, it should be ensured that if the delivery is late, L.D charges will be deducted from their payment by the Consignee otherwise all responsibility will be on the Consignee.

9. SALE TAX & OTHER TAXES / GOVERNMENT DUTIES

As per the prevailing rates announced by the Government/local bodies.

10. WARRANTY

You will furnish a Warranty Certificate, certifying that the goods supplied confirm exactly to the specifications as laid down on the Contract/Purchase Order and are brand new and that in event of the material being found defective or not confirming to the specifications / particulars governing the supply at the time of delivery and for a period of 12-month from the date of the last supply, you will be held responsible for all losses and that the unacceptable goods shall be substituted with acceptable goods at your expense and cost.

11. FAILURE AND TERMINATION

A). If you fail to deliver the stores or any consignment thereof within the specified delivery period, the contracting officer shall be entitled at his option either:

- i). To recover from you the liquidated damages levied at the rate of two percent (2%) per month or part thereof subject to a maximum of ten percent (10%) by the Consignee. The liquidated damages shall be recovered only for the stores supplied late or not supplied except where undelivered stores held up the use of other stores, when it shall be for the total value of the Contract. The recovery of the liquidated damages mentioned above can be affected from any payment due to you from any unit of WAPDA.

OR

- ii) To purchase from elsewhere without notice to the Bidder(s) at their risk and cost, the stores not delivered, without cancelling the Contract in respect of the consignment yet due for delivery.

OR

- iii) To cancel the Contact at the Bidder(s) risk and cost.

In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the Authority may suffer on the account, but you shall not be entitled to any gain on re-purchase made against the supply order.

B). If during the course of execution of the Contract, your firm is blacklisted, you may proceed with all

or any of the actions detailed below:

- i) To allow the Bidder to complete the Contract with the terms & conditions of Contract.
- ii) To stop further supplies, with or without financial repercussion.
- iii) To cancel the Contract with or without reservation of rights.

12. PACKING

The packing of the stores shall be done by Bidder(s) and at their expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. REMEDYING DEFECTS

13.1 Remedying Defects

Replacement of un-acceptable material/goods/spares/equipment with acceptable one.

13.2 Un-Covering and Testing

The contractor/bidder will furnish a warranty certificate, certifying that the material supplied conform exactly to the specification laid down in the contract and is brand new and that in the event of the material being found defective or not confirming to specification/particular governing supply at the time of delivery and for a period of 12 months from the date of completion of supply, contract/bidder will be held responsible for all losses and that the un-acceptable material shall be submitted with acceptable material, at his expenses and cost.

14. VARIATIONS AND CLAIMS

14.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue Variation Order(s), the Contractor may confirm any verbal order given by the Employer/ Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

14.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day works rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Material, used duly verified by the Employee/Engineer.

14.3 Early Warning

The contractor shall notify the Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the works/goods/spares/equipment, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Employer being un-able to keep all relevant records or not taking steps to minimize any delay, disruption, or cost, or the value of variation, the Contractor's entitlement to extension the Time for Completion or additional payment shall be reduced/rejected.

14.4 Valuation of Claims

If the contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such cost. If as a result of any Employer's Risk, it is necessary to change

the works/woods/spare/equipment, this shall be dealt with as variation subject to Contractor's notification for intension of claim to the Employer with in fourteen (14) days of the occurrence of cause.

14.5 Variation and Claim Procedure

The contractor shall submit to the Employer and itemized make-up of the value of variations and claims with in twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.

15. FORCE MAJEURE

While terminating the Contract or imposing liquidated damages, the Purchaser shall give due consideration to the circumstances leading to the breach of Contract or delay on which you had no hold, example of which are:

- i) Act of ALLAH or enemy
- ii) Natural Calamity/War
- iii) Lockout, Strikes.
- iv) Restrictions imposed by Government in the matter of Import/Export.
- v) Injunction granted by a lawful court, restraining you from executing the Contract unless such injunction was due to any alleged irregularity committed by you.

16. RESPONSIBILITY FOR EXECUTING THE CONTRACT

The Bidder(s) are entirely responsible for successful execution of the Contract in all respects and in accordance with the terms and conditions as specified in the Contract.

17. LAW GOVERNING THE CONTRACT

The Contract shall be governed by existing laws of PAKISTAN as amended from time to time as well as PPRA rules amended upto date.

Accepted On behalf of

Signed.....

Dated.....

Seal