

Standard Bidding Document

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01
NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI
DIVISION, ALONG WITH ASSOCIATED OPERATION AND
MAINTENANCE MATERIAL.

(Works)

National

Single Stage-Two Envelope



October 12, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Pakistan Railways - Karachi Division (Electrical Departement)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Railways - Karachi Division (Electrical Departement)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL."** with the reference of **"P145392"**.

2. The **Pakistan Railways - Karachi Division (Electrical Departement)** invites sealed Bids from eligible Bidders for procurement of Works (**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.**) described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/145392>** for

all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, October 28, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Wednesday, October 28, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statutory Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. Eligible Material and Equipment

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. Clarification of Bidding Document, Pre-bid Meeting

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. Amendment of Bidding Documents

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. Forms of Bid

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. Bid Prices

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. Currencies of Bid and Payment

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. Documents Comprising the Technical Proposal

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. Bid Validity Period

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

17.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. Withdrawal of Bids

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. Format and Signing of Bid

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. Submission of Bids through EPADS v2.0

20.1. All bids shall be submitted through EPADS v2.0.

21. Deadline for Submission of Bids

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. Submit the number of copies of signed bids required by the invitation;

26.4.2. Furnish required information concerning the number of its employees;

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. Correction of Arithmetic Errors

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. Conversion to Single Currency

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

30. Evaluation of Bids

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. Domestic Preference

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. Determination of Successful Bid

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. Qualification of Bidder

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. Sub-Contractors

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;
and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. Procuring agency's Right to reject All Bids

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. Notification of Award

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. Signing of Contract

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. Performance Security (or Guarantee)

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. General Performance of the Bidders

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. Corrupt & Fraudulent Practices

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

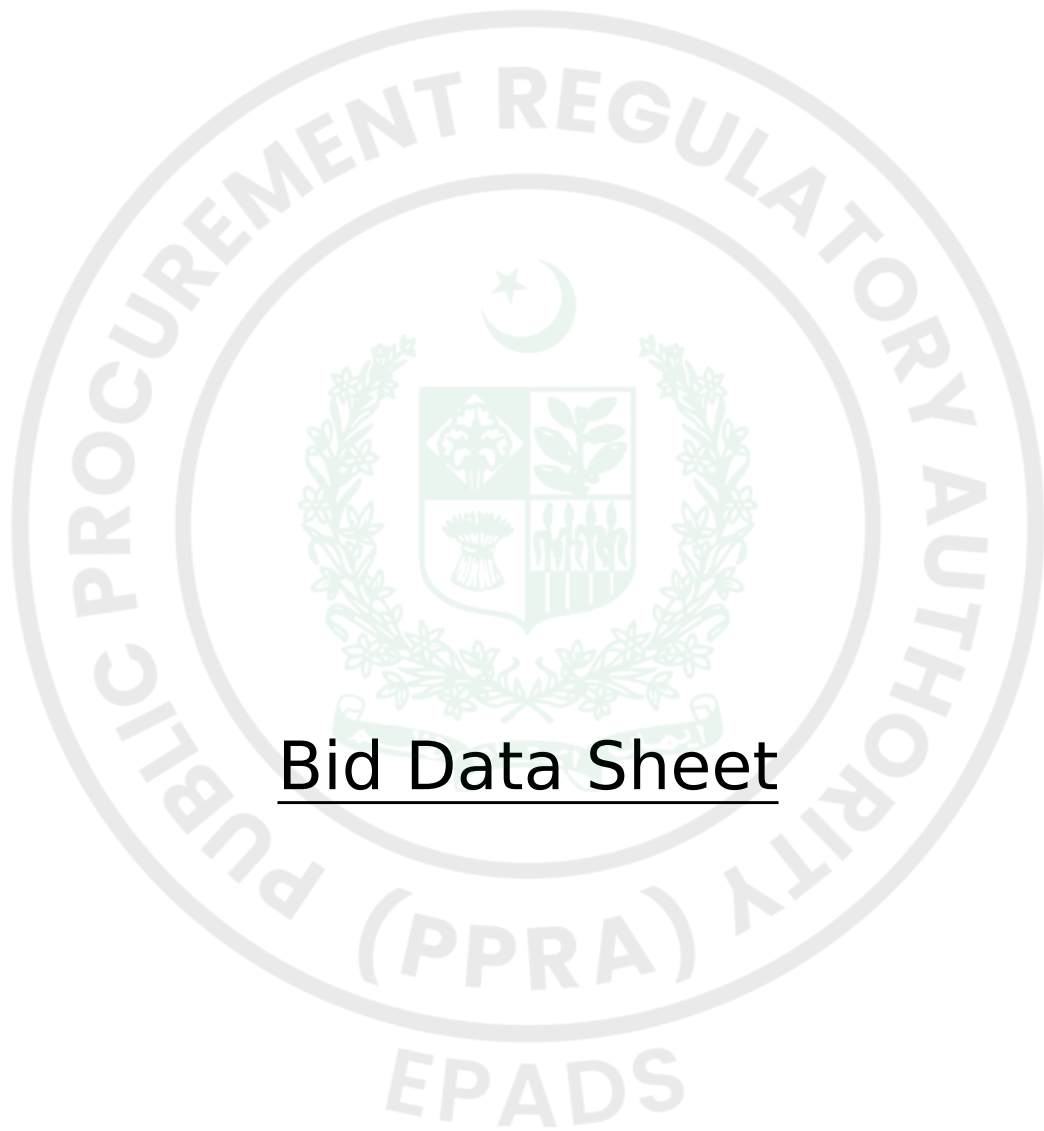
45. Grievance Redressal

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



Bid Data Sheet

Bids Data Sheet (BDS)

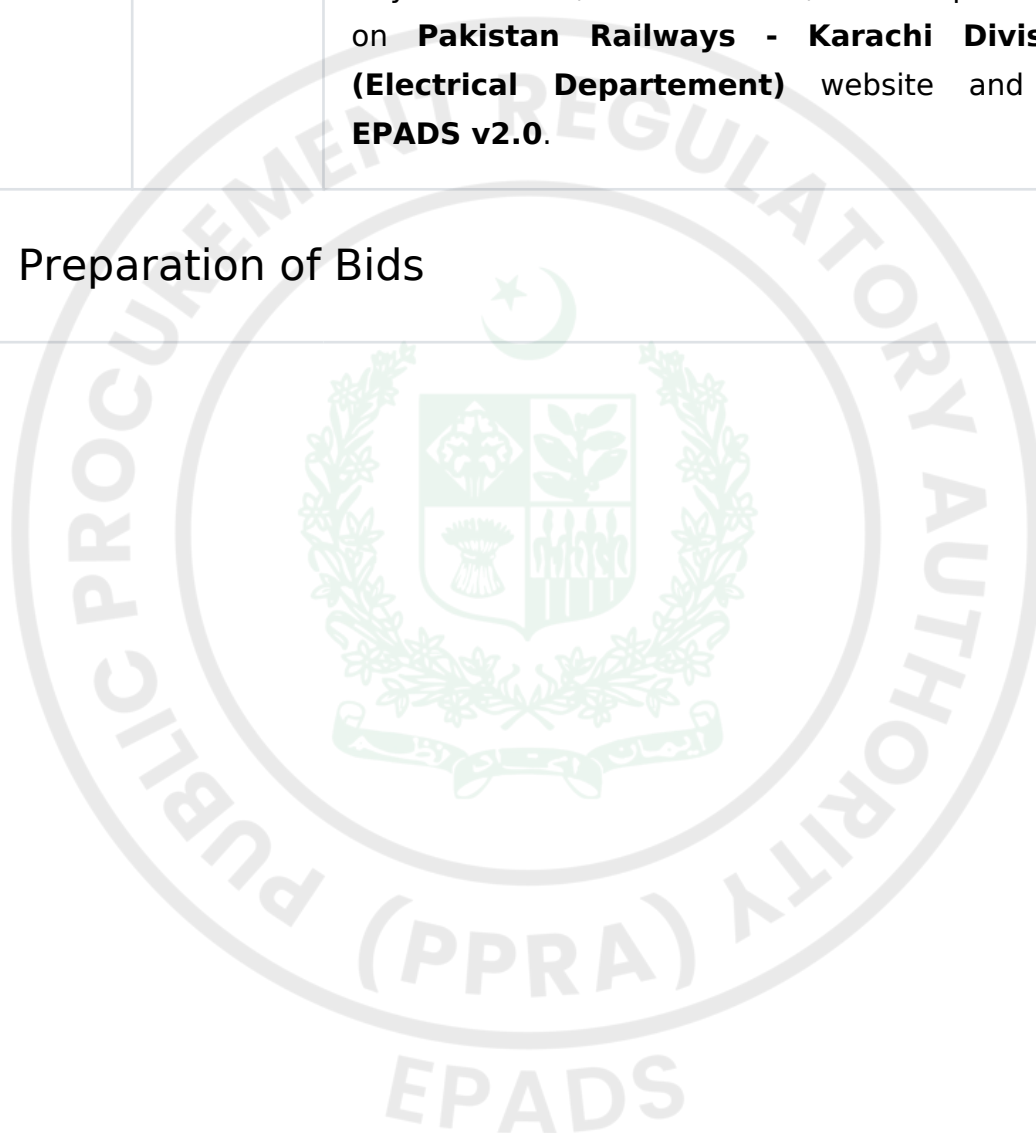
The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency:Pakistan Railways - Karachi Division (Electrical Departement) The subject of procurement is:SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL. Expected commencement date: Thursday, December 10, 2026
2.	2.1	Financial year for the operations of the Procuring Agency:2026-27 Name and identification number of the Contract: P145392
3.	3.1	JV/Consortium or Association Allowed: Yes Number of JV/Consortium Members: 2

B. Bidding Documents

4.	6.2 & 6.4	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Sunday, October 25, 2026
5.	7.2	Any addendum, in case issued, shall be published on Pakistan Railways - Karachi Division (Electrical Department) website and on EPADS v2.0 .

C. Preparation of Bids



6.

8.1

List of documents required along with the bid:

1. Original Bid Security amounting to Rs. 600,000/- in the shape of Deposit at Call Receipt/ Bank Guarantee in favor of Divisional Accounts Officer Pakistan Railways Karachi., from any Scheduled Bank in Pakistan, to be attached with technical proposal.
2. a. The bidder shall provide documentary evidence of Pakistan Engineering Council (PEC) registration in Financial Category C-5 or higher. b. NTN (National Tax Number) Certificate. c. Active Taxpayer List (ATL) Status Proof issued by FBR
3. a. Firms must provide an affidavit on legal stamp paper, declaring that the Firm has never been blacklisted by any Government/ Semi Government, Autonomous or State-Owned Organization and that their cases regarding blacklisting are not under trial in any Court of Law. b. Undertaking that the firm/JV partner is no involved in litigation with Pakistan Railways and will not subcontract any firm involved in litigation with Pakistan Railways
4. Audited Financial Statements/Audit Reports for FY 2022-23, 2023-24 & 2024-25.
5. a. The Bidder shall furnish evidence demonstrating the successful completion of at least two similar projects during the last seven (07) years. For the purpose of this bidding document, similar projects shall mean the Supply, Installation, Testing and Commissioning (ITC) of Diesel Generator (DG) Sets, with each individual project having a minimum contract value of PKR 10.00 million. b. the Bidder shall submit valid documentary evidence of authorization from the Original Equipment Manufacturer

7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>
11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 120 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of: Pay Order, Call at Deposit, Bank Guarantee
16.	15.1	Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

17.	18.1 & 21.1	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province) Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: Wednesday, October 28, 2026 11:00 AM
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E. Opening and Evaluation of Bids

18.	24.1	The Bids opening shall take place on EPADS v2.0 Day : Wednesday Date: October 28, 2026 Time : 11:30 AM
19.	30.2	Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i>

F. Award of Contract

20.	41.1 & 41.2	The Performance guarantee shall: 5.00%. The Performance Guarantee shall be acceptable in the form of: Pay Order, Call at Deposit, Bank Guarantee
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21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	37	Grievance against this procurement shall be submitted online on EPADS v2.0.



Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	PEC
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
1. General: The Technical proposal of the Bidders shall be evaluated for the post-qualification of bidders based on the criteria given in succeeding paras regarding the Bidders Basic Eligibility, Work Experience, Personnel Capabilities, and Financial Soundness.	No
2. Weightage/Marks: The weightage/ distribution of the marks of following sections shall be as given below:- i. Work Experience 60 Marks, ii. Personnel Capabilities 15 Marks, iii. Financial Soundness 25 Marks.	No
3. Mandatory Requirement: The Firms fulfilling the following Mandatory requirements shall only be considered for further evaluation (relevant documents to be attached).	No
3-a. The bidder shall provide documentary evidence of Pakistan Engineering Council (PEC) registration in Financial Category C-5 or higher.	Yes

3-b. Firms must have Proof of Registration of Income Tax Department, and the Bidders must be on the Active Taxpayers list.	Yes
3-c. Firms must provide an affidavit on legal stamp paper, declaring that the Firm has never been blacklisted by any Government/ Semi Government, Autonomous or State-Owned Organization and that their cases regarding blacklisting are not under trial in any Court of Law.	Yes
3-d. Firms must attach Audit Report for Last 3 Financial Years i.e. FY 2022-23, 2023-24 & 2024-25.	Yes
3-e. The Bidder shall furnish documentary evidence demonstrating the successful completion of at least two (02) similar projects during the last seven (07) years. For the purpose of this bidding document, similar projects shall mean the Supply, Installation, Testing and Commissioning (ITC) of Diesel Generator (DG) Sets, with each individual project having a minimum contract value of PKR 10.00 million.	Yes
3-f. The Bidder shall submit valid documentary evidence of authorization from the Original Equipment Manufacturer (OEM) for the offered DG Sets.	Yes
3-g. The Bidder shall furnish documentary evidence of the supply record for the Diesel Engine (DG Set) offered for the last five (05) years. The submitted record must demonstrate that the DG Sets offered have been supplied, installed, and operated successfully under conditions similar to those specified in the Bill of Quantities (BOQ).	Yes
3-h. Original Bid Security amounting to Rs. 600,000/- (Rupees Six Lacs Only) in the shape of Deposit at Call Receipt/ Bank Guarantee in favor of Divisional Accounts Officer Pakistan Railways Karachi., from any Scheduled Bank in Pakistan, to be attached with technical proposal.	Yes
3-i. In case of Joint Venture, the JV Agreement between all the firms, showing the Lead Firm and Partner firm, must be attached.	Yes
3-j. Undertaking that the firm/JV partner is not involved in litigation with Pakistan Railways and will not subcontract any firm involved in litigation with Pakistan Railways	Yes

4. Relevant Work Experience: Marking for work experience of the firms shall be evaluated as per following criteria. Experience of completion of Projects of Similar Nature (As defined in Para 3(e) of mandatory requirement) will be evaluated as follows:- a) For Two Projects = 30 Marks, b) For Three Projects = 45 Marks, c) For Four or Above Projects = 60 Marks	No
5. Professional Capabilities: Marking for personal capabilities of the firms shall be evaluated on the basis of following criteria. i. BSc. Electrical Engineer, minimum experience of 2 Years or more = 11 Marks, ii. One DAE Electrical, with minimum experience of 2 Years = 4 Marks, Total Marks. 15	No
6. Financial Capabilities: Marking for financial position of the firm shall be evaluated on the basis of the following criteria. Works Turnover (Attach three-year Audit Report) i. If between 5.00 million and 10.00 Million = 05 Marks, ii. Between Rs. 10.00 Million and Rs. 20.00 Million = 10 Marks, iii. Between Rs. 20.00 Million and Rs. 30.00 Million = 15 Marks, iv. Above Rs. 30.00 Million =25 Marks, Total Marks =25.	No

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	
Technical Marks	100
Passing Marks	60
1. Work Experience (60 Marks): Work Experience (60 Marks): Work experience shall be evaluated based on the successful completion of SITC of DG Set projects, each having a minimum contract value of PKR 10.00 million.	
1(a)- For Successful Completion of two (02) Projects in Total. (Qualitative)(Doc Required)	30
1(b)- For Successful Completion of each Additional Project. i.e. Three (2+1=3) Projects in Total. (Qualitative)(Doc Required)	15
1(c)- For Successful Completion of each Additional Project. i.e. Four (3+1=4) or more Projects in Total. (Qualitative)(Doc Required)	15
2. Personnel Capabilities (Total Marks 15) Marking for personal capabilities of the firms shall be evaluated on the basis of following criteria.	
2(a)- BSc. Electrical Engineer, minimum experience of 2 Years or more. (Qualitative)(Doc Required)	11

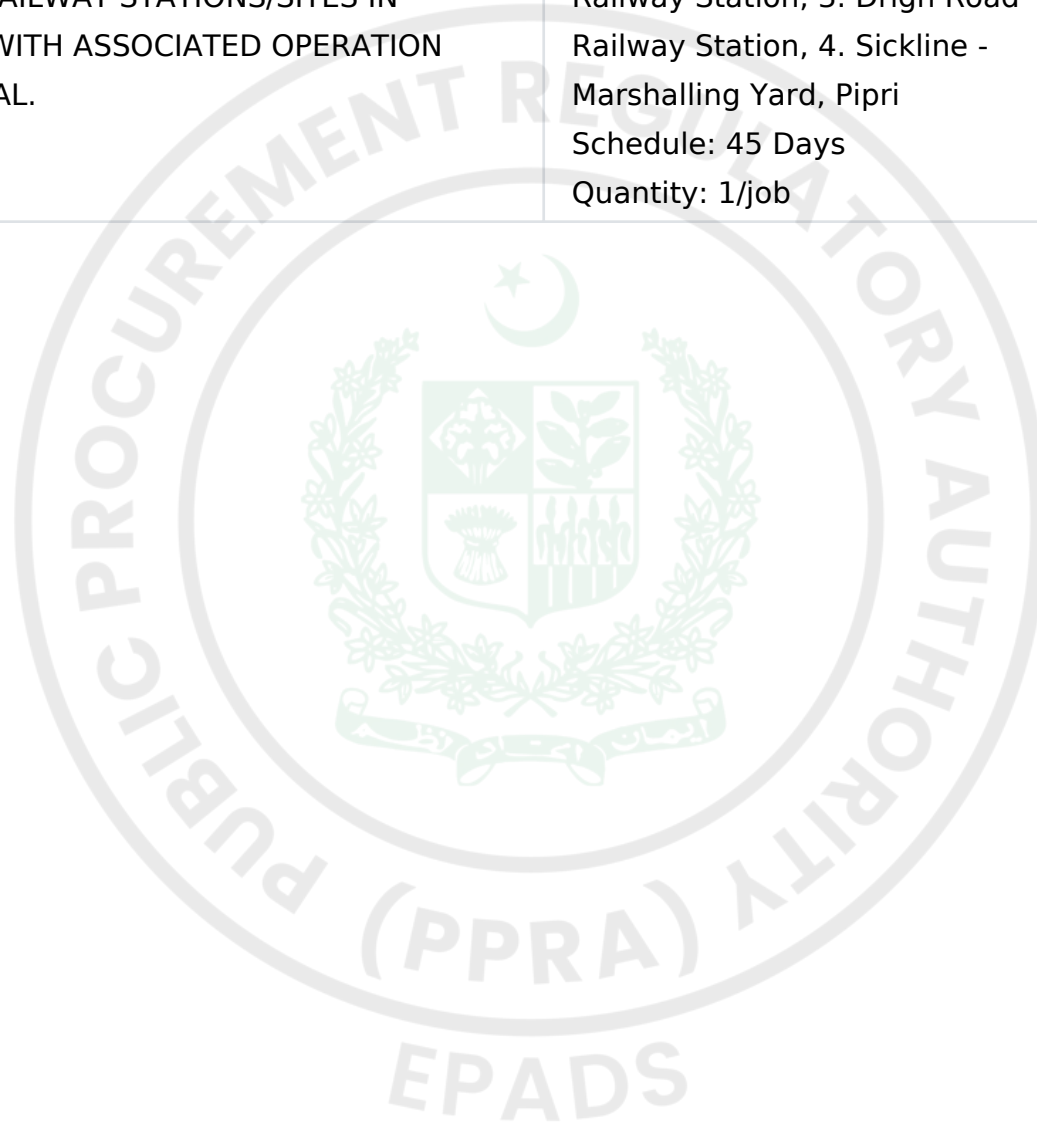
2(b)- One DAE Electrical, with minimum experience of 2 Years. (Qualitative)(Doc Required)	4
3. Financial Capabilities (Total Marks 25) Marking for financial position of the firm shall be evaluated on the basis of the following criteria.	
3(a)- Works Turnover if between 5.00 million and 10.00 Million. (Qualitative)(Doc Required)	5
3(b)- Works Turnover if Between Rs. 10.00 Million and Rs. 20.00 Million. (Qualitative)(Doc Required)	5
3(c)- Works Turnover if Between Rs. 20.00 Million and Rs. 30.00 Million. (Qualitative)(Doc Required)	5
3(d)- Works Turnover if more than Rs. 30.00 Million. (Qualitative)(Doc Required)	10

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
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SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.	Address: 1. Sickline - Karachi Port Trust (KPT), 2. Sickline - Karachi City Railway Station, 3. Drigh Road Railway Station, 4. Sickline - Marshalling Yard, Pipri Schedule: 45 Days Quantity: 1/job	1/job	600000 PKR
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Related Services :

No



Work Specifications and Market Rates

Jobs Without Lots :

Job: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
1	P145392	Supply & erection of PVC Conduit pipes (Size: 50 mm or 2" i d) including inspection boxes, pull boxes, hooks, cutting jharries and repairing surface. Complete with all accessories for recessed wiring in walls. According to CSR Item No. 1.3.1.[b(vi)]. Brands: Pakistan Railway Approved Brand.	Meter	30	180.8	Rupees One Hundred Eighty and Eighty Paise Only	5424

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
2	P145392	Supply & erection of PVC Conduit pipes (Size: 75-80 mm or 3" i d) including inspection boxes, pull boxes, hooks, cutting jharries and repairing surface. Complete with all accessories for recessed wiring in walls. According to CSR Item No. 1.3.1.[b(vii)]. Brands: Pakistan Railway Approved Brand.	Meter	80	250.1	Rupees Two Hundred Fifty and Ten Paise Only	20008
3	P145392	Supply & erection of Four core PVC Copper Conductor Cable size 35mm ² (19/0.064"), 660/1100 volts in Pre-laid PVC Pipes, M.S Conduits, GI Pipe/in trenches. According to CSR Item No. 2.2.1[d(ii)]. Brands: Pakistan Railway Approved Brand.	Meter	20	2110	Rupees Two Thousand One Hundred Ten Only	42200
4	P145392	Supply & erection of Four core PVC Copper Conductor Cable size 95mm ² (37/0.083"), 660/1100 volts in Pre-laid PVC Pipes, M.S Conduits, GI Pipe/in trenches. According to CSR Item No. 2.2.1[d(v)]. Brands: Pakistan Railway Approved Brand.	Meter	70	5683	Rupees Five Thousand Six Hundred Eighty-Three Only	397810
5	P145392	Supply of Tinned Copper Thimble Size 25 to 50 mm ² . According to CSR Item No. 2.7.1.(b).	Each	20	35	Rupees Thirty-Five Only	700

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
6	P145392	Supply of Tinned Copper Thimble Size 70 to 95 mm ² . According to CSR Item No. 2.7.1.(C).	Each	20	88	Rupees Eighty-Eight Only	1760
7	P145392	Supply and erection of galvanized iron earth pipe size 10"x2" (Medium) for earthing connection with hard drawn bare copper conductor 8 SWG and earth pit size 12"x12"x8" containing mixture of salt and charcoal. Earth resistance ≤1 ohm, as per PR standards. According to CSR Item No. 8.5.1	Each	3	5000	Rupees Five Thousand Only	15000
8	P145392	Add 250% above CSR (2021-22) Items	Job	1	1207255	Rupees Twelve Lac Seven Thousand Two Hundred Fifty-Five Only	1207255

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
9	P145392	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 100-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 200A~220-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent.	Each	3	6880000	Rupees Sixty-Eight Lac Eighty Thousand Only	20640000

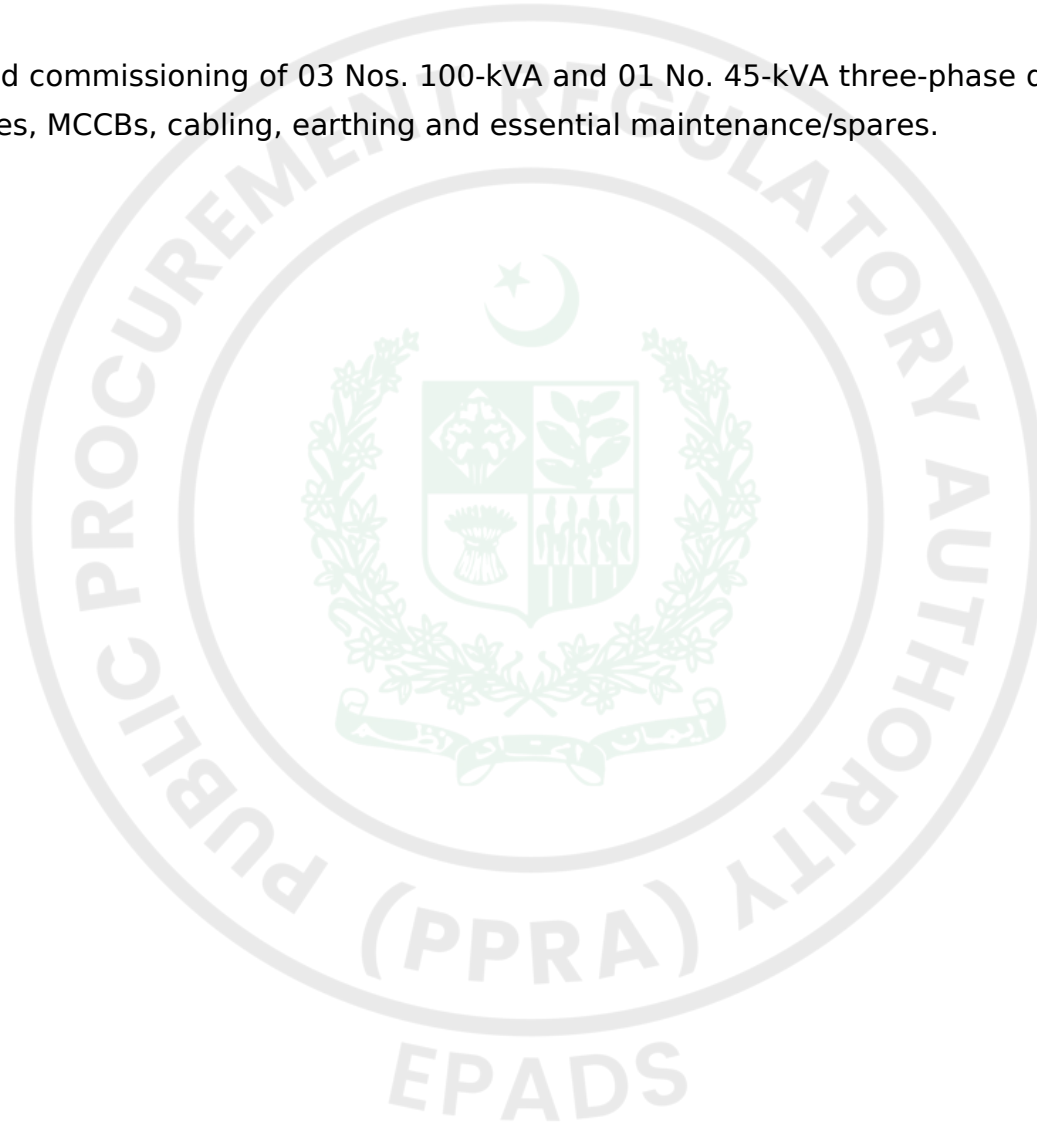
Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
10	P145392	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 45-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 170A~180-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent.	Each	1	4250000	Rupees Forty-Two Lac Fifty Thousand Only	4250000
11	P145392	Three Phase Four Pole 300-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	3	80000	Rupees Eighty Thousand Only	240000
12	P145392	Three Phase Four Pole 100-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	1	38500	Rupees Thirty-Eight Thousand Five Hundred Only	38500

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
13	P145392	Three Phase Four Pole 300-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	3	46000	Rupees Forty-Six Thousand Only	138000
14	P145392	Three Phase Four Pole 100-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	1	33750	Rupees Thirty-Three Thousand Seven Hundred Fifty Only	33750
15	P145392	Fuel Filter for 25kVA/45kVA/100kVA DG Set	Each	120	3550	Rupees Three Thousand Five Hundred Fifty Only	426000
16	P145392	Fuel Separator for 25kVA/45kVA/100kVA DG Set	Each	120	6200	Rupees Six Thousand Two Hundred Only	744000

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
17	P145392	Oil Filter for 25kVA/45kVA/100kVA DG Set	Each	120	5900	Rupees Five Thousand Nine Hundred Only	708000
18	P145392	AIR FILTER for 25kVA/45kVA DG Set	Each	100	7500	Rupees Seven Thousand Five Hundred Only	750000
19	P145392	AIR FILTER for 100-kVA DG Set	Each	30	9500	Rupees Nine Thousand Five Hundred Only	285000
						GRAND TOTAL:	Rs29,943,407.00

Scope of Work

Supply, installation, testing and commissioning of 03 Nos. 100-kVA and 01 No. 45-kVA three-phase diesel generator sets, along with associated changeover switches, MCCBs, cabling, earthing and essential maintenance/spares.



Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

5.2. A {DOCUMENTS}

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Pakistan Railways - Karachi Division (Electrical Departement), Divisional Electrical Engineer/Power Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province)

The Supplier is:

The title of the subject procurement is: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Railways - Karachi Division (Electrical Departement), Divisional Electrical Engineer/Power Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province)
+92-315-362-1303
deepkc@pakrail.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Railways - Karachi Division (Electrical Department), Divisional Electrical Engineer/Power
Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province)
+92-315-362-1303
deepkc@pakrail.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.07% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Pay Order, Call at Deposit, Bank Guarantee**

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Tests and Inspections: The Purchaser/Employer reserves the right to have the testing and verification of any equipment, material, or installation carried out (at the time of delivery, during or at the end of ITC with access to drawing and production data) by a third-party inspection agency at any stage of the project. Such

testing, if conducted, shall be at the expense of the Contractor/Successful Bidder.

Delivery & Documents

Copies of the packing list identifying contents of each package;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...
- iv. Cost sharing equally...
- v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P145392**

To: **Pakistan Railways - Karachi Division (Electrical Departement), Divisional Electrical Engineer/Power Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province)**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Pakistan Railways - Karachi Division (Electrical Department), Divisional Electrical Engineer/Power Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province)**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL. (P145392)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the

provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

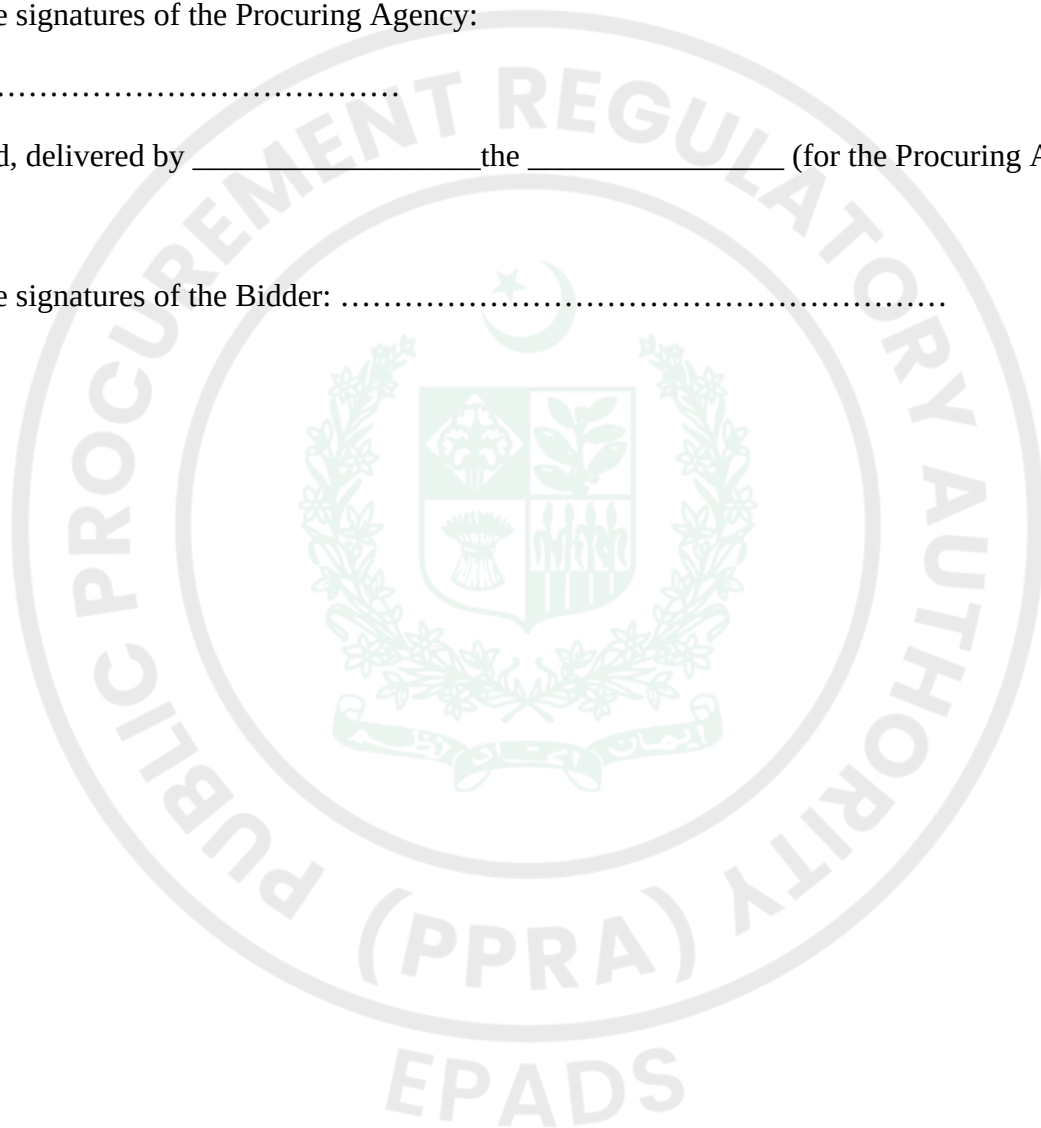
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

[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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (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, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right 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.



Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Railways - Karachi Division (Electrical Departement), Divisional Electrical Engineer/Power Divisional Superintendent Office, I.I Chundrigar Road Karachi, Sindh (Province)**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

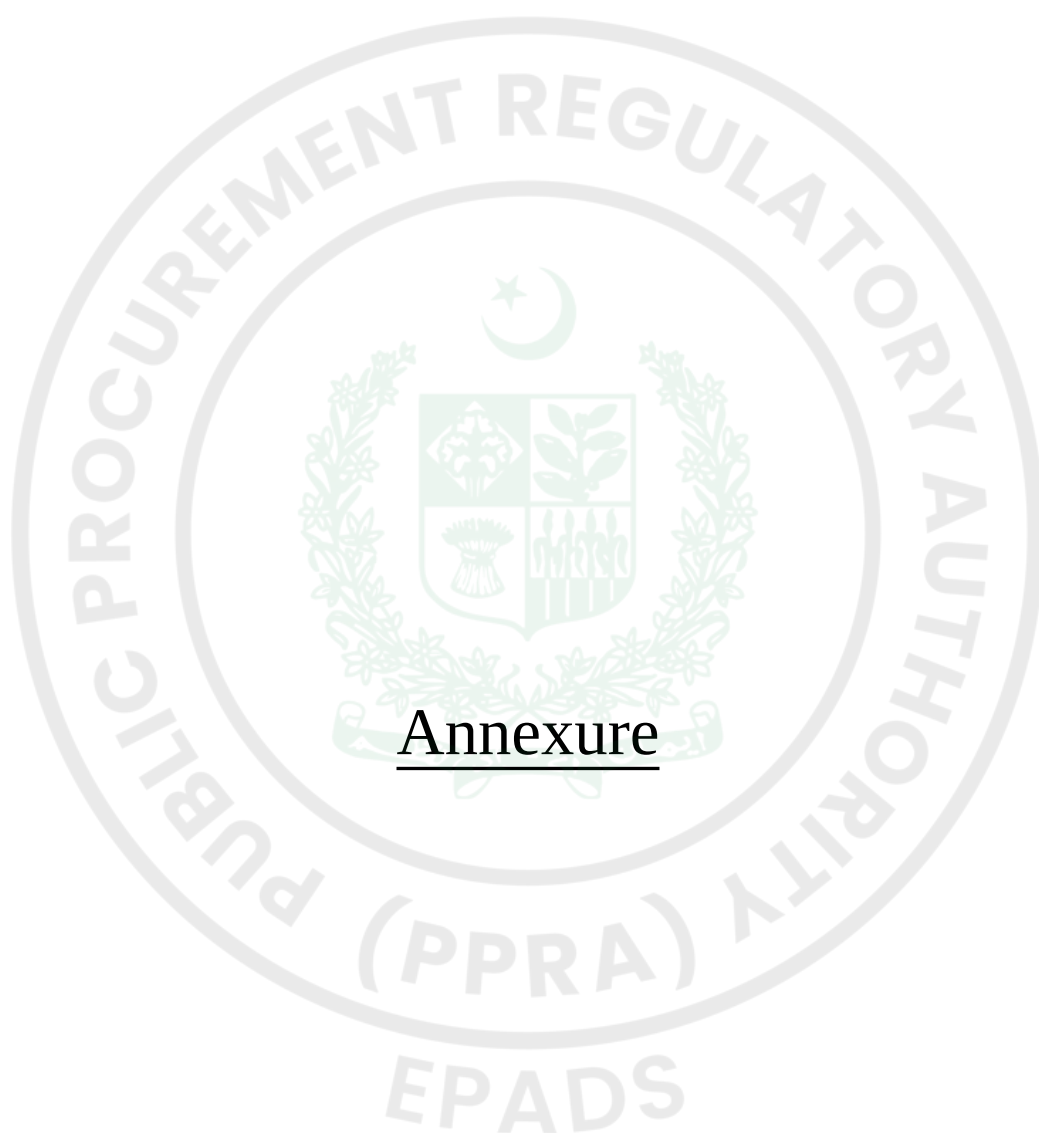
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Technical Proposal

Technical Proposal

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Proposal** (page number: 86)

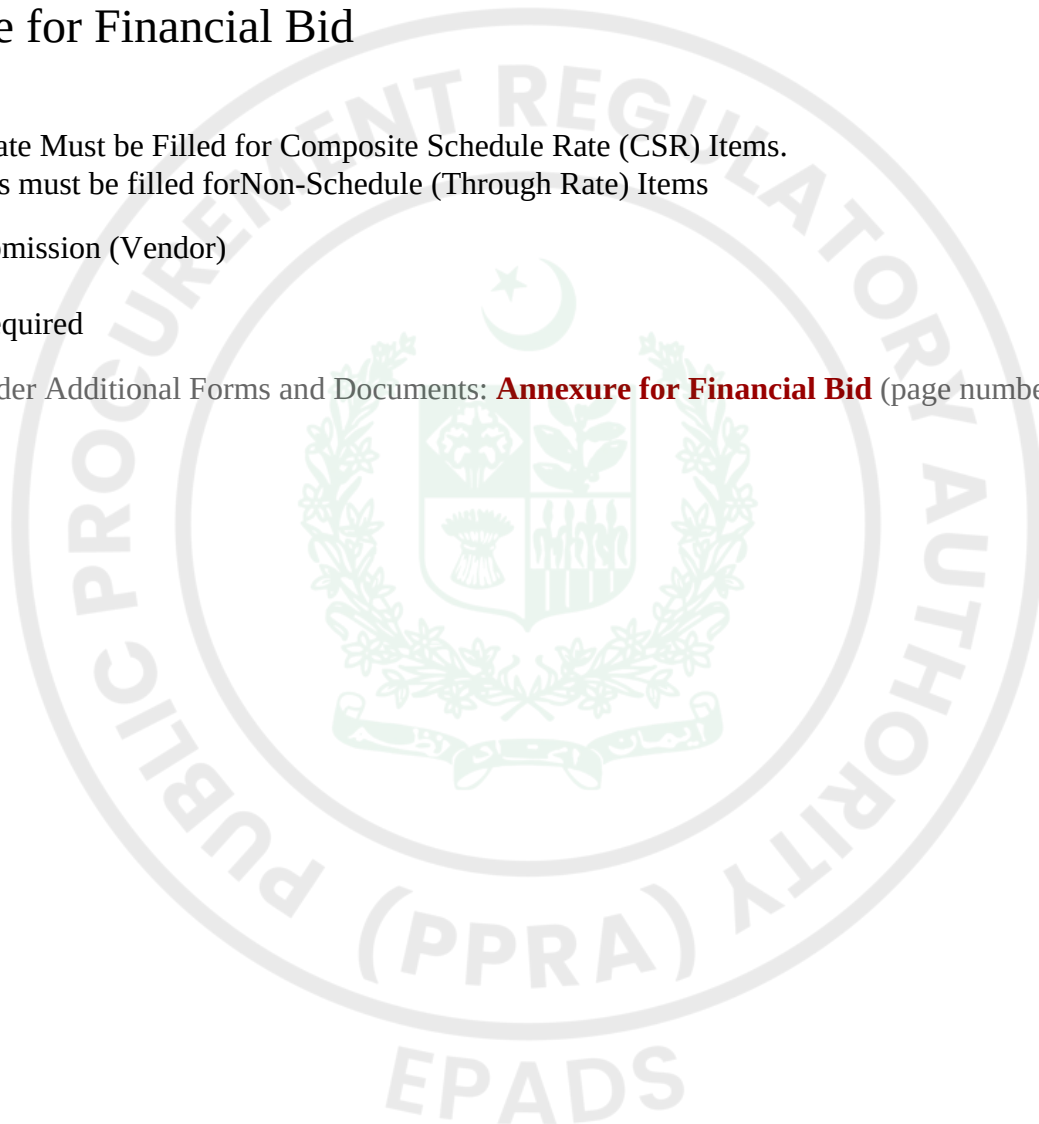
Annexure for Financial Bid

Percentage Rate Must be Filled for Composite Schedule Rate (CSR) Items.
Item wise rates must be filled for Non-Schedule (Through Rate) Items

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure for Financial Bid** (page number: 156)





Procurement Forms

Past Construction Experiences

Form Already Given in Technical Proposal Annexure

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 167)

Contractor's Key Personnel Representative and Their Schedules

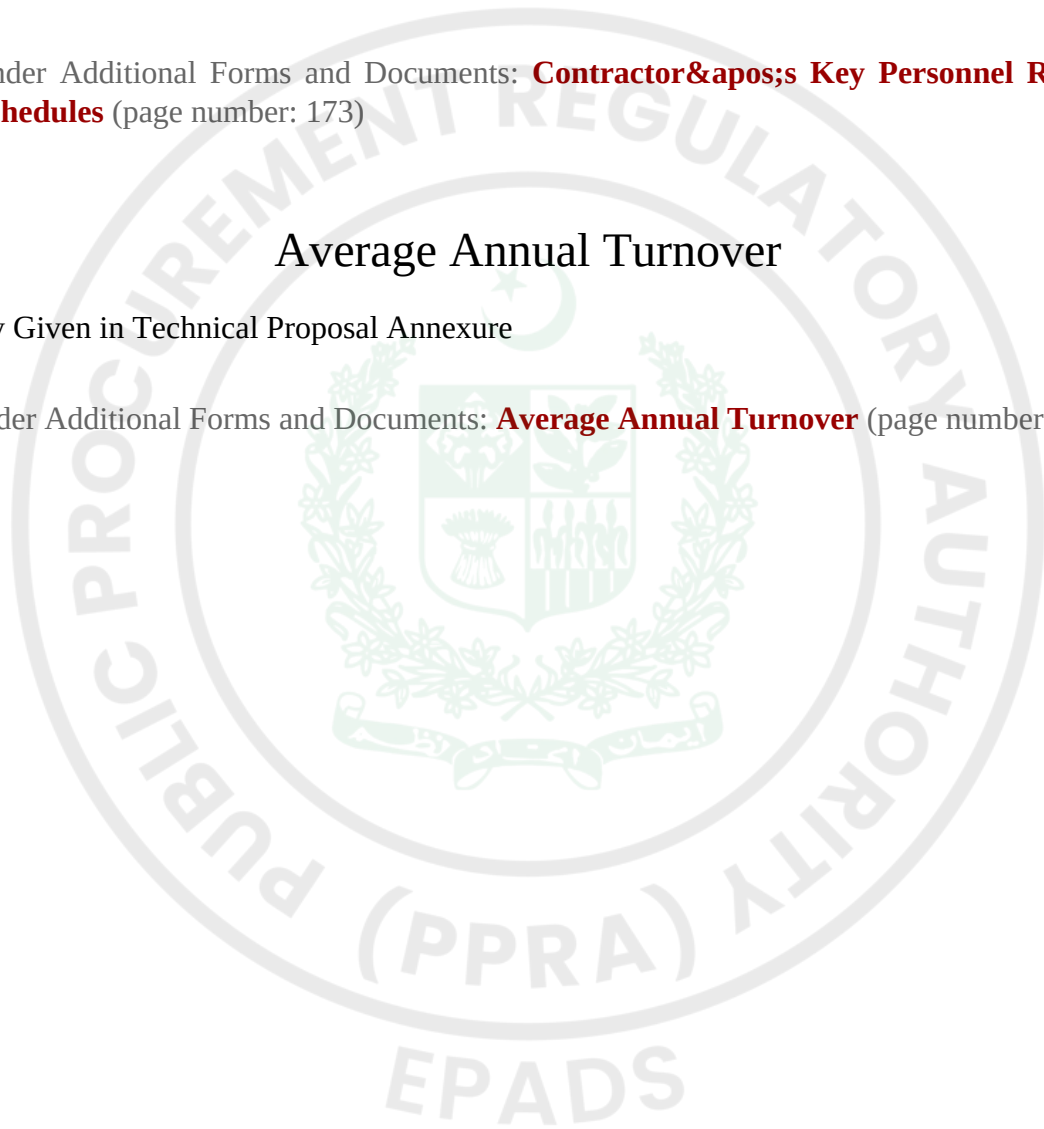
Form Already Given in Technical Proposal Annexure

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 173)

Average Annual Turnover

Form Already Given in Technical Proposal Annexure

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 177)







Additional Forms and Documents

PAKISTAN RAILWAYS



BIDDING DOCUMENTS

FOR THE WORK OF

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.

On

Single Stage-Two Envelope Basis

VOLUME 1 OF 2

TECHNICAL PROPOSAL

No. 258-W/MLP/DP WORLD/RS-4

OFFICE OF THE
DIVISIONAL SUPERINTENDENT
PAKISTAN RAILWAYS
KARACHI

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Description

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CEE's Specification # PR-H.R/D.G SET/2013 (Attached as Annexure-D)

INVITATION FOR BIDS



PAKISTAN RAILWAYS
DIVISIONAL SUPERINTENDENT OFFICE, KARACHI

TENDER NOTICE

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.

Divisional Superintendent, Pakistan Railways, Karachi invites sealed Bids on prescribed documents for the following work under Single Stage Two Envelope procedure as per PPRA Rules 36 (b) 2004 by the experienced firms registered with Pakistan Engineering Council (PEC) in C-5 and are on the Active Taxpayers List (ATL) of the Federal Board of Revenue, are eligible to apply for the work:

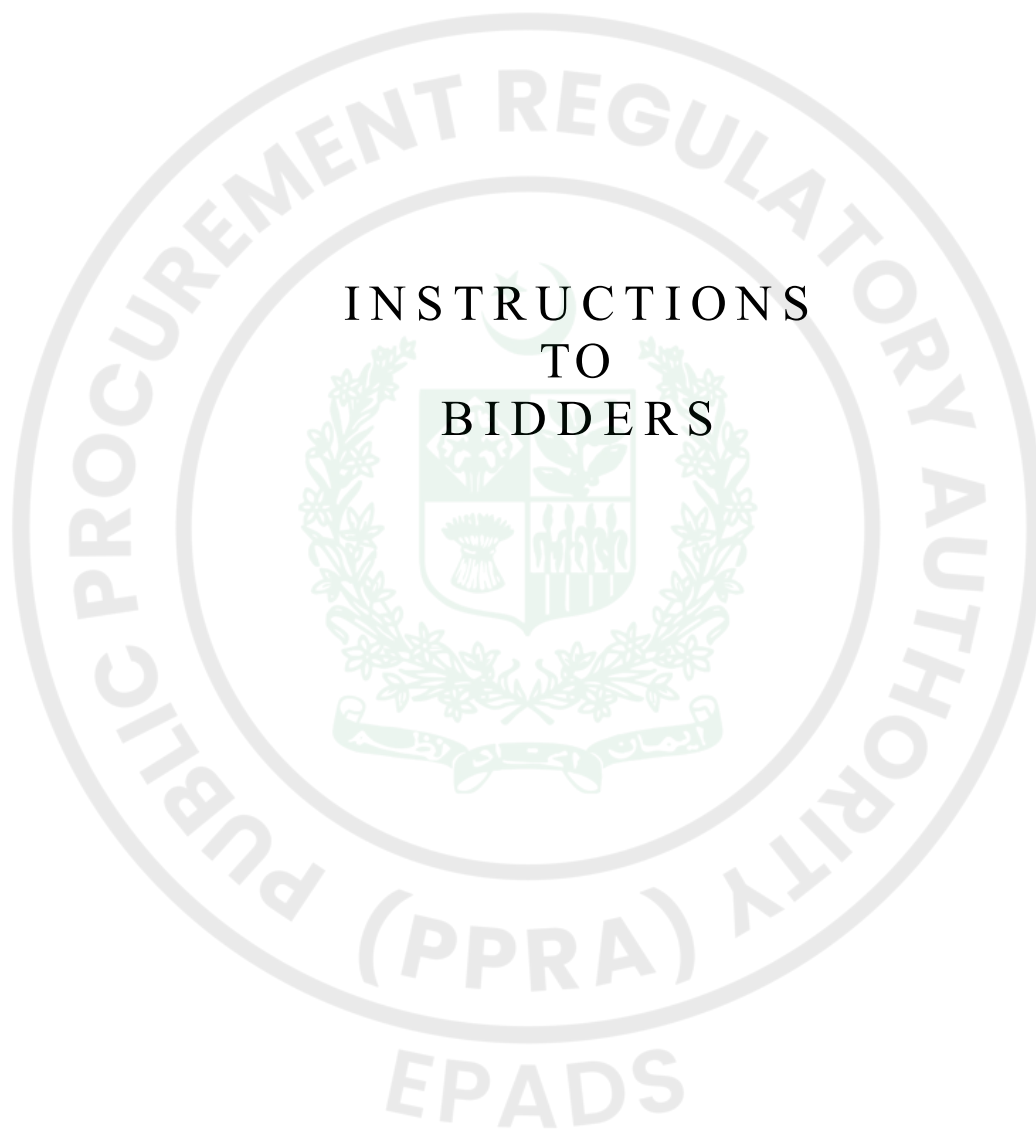
Sr.	Name of Work	Estimated cost (Rs.)	Tender closing date & time	Tender opening time	Completion Period	Bid Security
1	Supply, Installation, Testing and Commissioning of Three-Phase Diesel Generator Sets (03 Nos 100-kVA & 01 No 45-kVA) at 04 Nos Railway Stations/Sites in Karachi Division, along with associated Operation and Maintenance Material as per Specifications Given in the Bidding Documents.	29,943,407.00	As Per EPADS 2.0	As Per EPADS 2.0	As Per EPADS 2.0	As Per EPADS 2.0

- Both Technical and Financial Bids must be submitted through the E-Pak Acquisition and Disposal System (EPADS Version 2.0). Only bids submitted through EPADS shall be entertained. The original Bid Security in the form of a Bank Guarantee/CDR/Pay Order in favour of the Divisional Accounts Officer, Pakistan Railways, Karachi, shall be submitted physically in the office of the Divisional Accounts Officer, Pakistan Railways, Karachi, before the opening of the tender. A photocopy of the Bid Security shall be attached with the Technical Bid. The bidder shall upload complete bid on EPADS before the tender closing date and time. One (01) sealed hard copy of the Technical and Financial Bid shall also be submitted in the office of the Divisional Accounts Officer, Pakistan Railways, Karachi. However, the bid documents uploaded on EPADS shall be considered for evaluation.
- Interested firms may download the bidding documents from EPADS portal (www.epads.gov.pk).
- Bidders are required to register with EPADS and PPRA to access the tender documents and other relevant information.
- Bids without original bid security will not be entertained.
- Pakistan Railways reserves the right to accept or reject any or all bids as per provision of PPRA rule 33(1).

258-W/MLP/DP WORLD/RS-4

Date: 10.10.2026

Divisional Electrical Engineer/P
for Divisional Superintendent,
Pakistan Railways, Karachi.
Ph: + 921-9921351



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Purchaser as defined in the Bidding Data hereinafter called “the Purchaser” wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Goods”.
- 1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.
- 1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.
- 1.4 For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants.
- 1.5 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 1.7 The bidding is open to National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
 - a. A Bidder having the nationality of an eligible country.
 - b. Duly prequalified/licensed with:
 - i. Pakistan Engineering Council (PEC) in C-5 category or above.
 - ii. Having valid NTN and Sales Tax Number and must be active on ATL (active tax list).
 - c. The bidder / JV partner must not be involved in any kind of litigation with Pakistan Railways currently or in past.

IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture (in each Package). Alternate bids are not acceptable at any stage of the tendering process. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.20) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Supply of Goods. All cost in this respect shall be at the bidder's own expense.

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

- i. Instructions to Bidders
- ii. Bidding Data
- iii. Form of Bid and Appendices to Bid
- iv. Schedules to Bid
 - Purchaser's country
 - (a) Schedule A: List of engineering goods to be supplied
 - Purchaser's country
 - (b) Schedule B: Delivery and Completion Schedule
 - (c) Schedule C: Inspection and Test to be carried out
- v. General Conditions of Contract (GCC), Part-I
- vi. Particular Conditions of Contract (PCC), Part-II
- vii. Standard Forms
 - (a) Form of Bid Security
 - (b) Form of Performance Security
 - (c) Form of Contract Agreement
 - (d) Form of Advance Payment Security
- viii. Specifications: Special & Technical Provisions
- ix. Drawings

- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause IB.24

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bids well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language, provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bidding Data Sheet. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet.

- 11.2 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause. Each Bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder.
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the registration with PEC documents which as a minimum, would include the following application for prequalification, and continue to meet the minimum criteria set out in the:

- (i) Evidence of access to financial resources along with average annual turnover;
- (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
- (iii) Supply commitments since prequalification;
- (iv) Current litigation information; and

- (v) Availability of critical equipment.

and

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

Appendix-A to Bid Method of Assuring Quality of Goods

Appendix-B to Bid List of Manufacturers/Subcontractors

Appendix-C to Bid Organization Chart for the Supervisory Staff and
Labour and other pertinent information such as

mobilization programme, technical literature, brochures, company profile, work experience etc (under Appendix C to Bid) etc;

- 11.3 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization

mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Purchaser.
- 11.4 Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer's Authorization (on the format provided) in case the Bidder is not himself the manufacturer.
- 12.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule D to Bid), the Contract shall be for the whole of the Goods as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 12.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 12.5 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.
Additional duties, taxes and levies due to subsequent additions or changes in legislation shall be added in Invoices to Pakistan Railways under whole effect of the change of legislation of duty / taxes on project bid prices.
- 12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option, entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with IB 4, Bidders shall:

- (a) Provide the eligibility documents as per IB Clause 3; and
- (b) If the Bidder is a Supplier/company or under JV in accordance with IB 4.1 and 11.2, submit a copy of the JV Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing as appropriate.

IB.15 Documents Establishing the Eligibility of the Goods

- 15.1 To establish the eligibility of the Goods in accordance with IB Clause 1-3, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, & Appendices to Bid.

IB.16 Documents Establishing the Conformity of the Goods to the Bidding Document

- 16.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods to be supplied conform to the specified requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods.
- 16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.17 Documents Establishing the Qualification of the Bidder

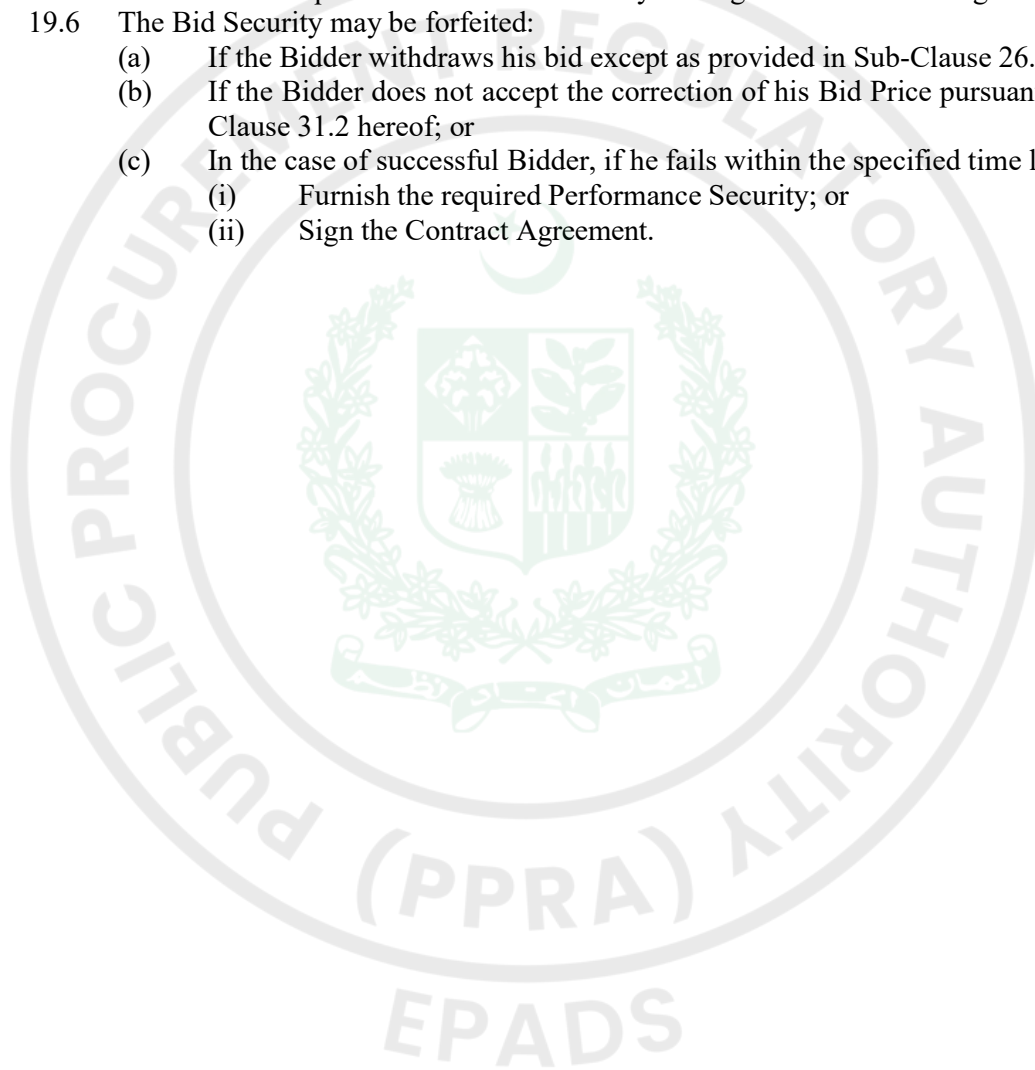
- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.
- 17.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

IB.18 Bid Validity

- 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

- 19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 19.2 The Bid Security shall be, in the form of Call at Deposit (CDR) or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Divisional Accounts Officer, Pakistan Railways, Karachi valid for a **period of 28 days** beyond the Bid Validity date.
- 19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, after completion of official formalities.
- 19.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 19.6 The Bid Security may be forfeited:
 - (a) If the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
 - (b) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.



IB.20 Alternate Proposals by Bidder

20.1 Alternate or Modified Bids are not admissible at any stage of tendering process.

IB.21 Pre-Bid Meeting

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

21.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than three (03) days before the proposed pre-bid meeting.

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

21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.22 Format and Signing of Bid

22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

22.2 All Appendices and Schedules to Bid are to be properly completed and signed.

22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.

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

22.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

23.1 Each Bidder shall submit his bid as under:

Bid/ Tender shall be submitted in accordance with Single Stage- Two Envelopes Procedure of Public Procurement Rules-2004 (PPRA-2004) where under the bid shall comprise:

- i) A Single Package (duly sealed) containing Two Separate Envelops (duly sealed).
- ii) Each envelop shall contain separately, the "FINANCIAL PROPOSAL" and the "TECHNICAL PROPOSAL".
- iii) The envelopes should be marked as Financial Proposal & Technical Proposal in Bold and Legible letters to avoid confusion.

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub-Clause 23.2 hereof.
 - 23.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
 - 23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.25
 - 23.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- IB.24 Deadline for Submission of Bids
- 24.1 Bids must be submitted through EPADS 2.0.
 - 24.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- IB.25 Late Bids
- 25.1 Bids shall be submitted electronically through ePADS 2.0 within the date and time prescribed in Clause IB.24. The Bidder shall be solely responsible for ensuring timely submission of its bid, including completion of all required electronic procedures and uploading of all requisite documents before the prescribed closing date and time.
- IB.26 Withdrawal of Bids
- 26.1 Any Bidder may withdraw his bid after bid submission provided that the written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.
 - 26.2 No bid may be modified by a Bidder after the deadline for submission of bids
 - 26.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

- 27.1 The Purchaser will open the Technical bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, in the presence of Bidders’ representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders’ representatives who are present shall sign a register

- evidencing their attendance. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 27.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.
- 27.3 The Bidder's name, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of Technical Bids. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation.
- 27.4 The Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.
- 27.5 a) The Employer shall first examine qualification and experience submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement only substantially responsive qualification shall be considered for further evaluation.
b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 27.6 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 27.7 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.
- 27.8 The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.
- 27.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Financial Bids.
- 27.10 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:
(a) The name of the Bidder;
(b) Whether there is a modification or substitution;
(c) The Bid Prices, including any discounts and alternative offers; and
(d) Any other details as the Employer may consider appropriate.
Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.
- 27.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

IB.28 Process to be Confidential

- 28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a

Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

- 30.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 31.2 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

- 32.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.30.
- 32.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.31;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analysis, the Purchaser may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

- 33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

- 34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB.33.2.
- 34.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence: Provided that such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that bid evaluation report.

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

- 35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation, except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.
- 35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

- 36.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to

- clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.
- 36.3 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.
- IB.37 Performance Security**
- 37.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- IB.38 Signing of Contract Agreement**
- 38.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 38.2 The formal Agreement between the Purchaser and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Purchaser.
- IB.39 General Performance of the Bidders**
- 39.1 The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, inter alia, reject his bid and proceed in accordance with Rule 19 of the Public Procurement Rules 2004, to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.
- IB.40 Integrity Pact**
- 40.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.
- IB.41 Instructions not Part of Contract**
- 41.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.
- IB.42 Margin of Preference**
- 42.1 Unless otherwise specified in the Bidding Data, no margin of preference shall apply. [Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

Bidding Data

The following specific data for works to be executed shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein EPADS PPRA web portal shall prevail over those in ITBs.

Instructions to bidders are being modified as under in lieu of Clause Reference:

1.1 The Divisional Superintendent, Pakistan Railways, Karachi, intends to receive bids for the work of “**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL (List of Stations/Sites attached as Annexure-A)**”. The work will be carried out on Turn-Key basis as per specifications attached under Technical Proposal (Annexure-B). The completion period of the work shall be **(As per EPADS generated Bidding Documents)** from the award of contract.

1.7 The bids are invited on the basis of Single Stage-Two Envelope Basis in accordance with PPRA rule no. 36(b).

2.1 Source of Funding:
Revenue Funds of Pakistan Railways

3.1 As per PPRA guidelines

4.1 India and Israel or as declared by MOFA

4.6 Applicable

7.1 On EPADS only.

8.1 Time limit for clarification for bidders:
(As Per EPADS Generated Bidding Documents).

10.1 Bid language:
English

11.1 Documents comprising the bids:

The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bidding Data Sheet. Both envelopes to be enclosed together in an outer single envelope called the Bid.

Following shall also be provided.

- a) Valid CNIC of the owner and NTN certificate of the organization/company.
- b) Complete Technical Specifications, drawings etc., of the offered equipment/system along-with mandatory Quantities and Site Design as per site surveys executed by bidder along-with mandatory DG SET power generation data.
- c) Certification from PEC certificate of C-5 category or above with valid income tax certificate showing active ATL appearance.
- d) Firms must not be blacklisted by any Government Department.
- e) Tender without documentary proofs of mandatory requirements will not be entertained.
- f) Scanned copy of bid security.
- g) Any other document specified.

13.1 Currencies of Bid and Payment:
In Pak Rupees.

13.3(b) Evaluation criteria is attached as Annexure-C

18.1 Period of Bid Validity:

(As specified in SBDS generated by EPADS 2.0).

19.1 Amount of Bid Security:

Rs. (As Per EPADS Generated Bidding Documents), in original form of CDR/Pay order/Bank Guarantee in the favour of Divisional Accounts Officer, Pakistan Railways, Karachi.

19.2 The Bid Security shall be, in the form *as specified in EPADS Generated Bidding Documents*, issued by a Scheduled Bank in Pakistan in favor of the Divisional Accounts Officer, Pakistan Railways, Karachi.

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

(As Per EPADS Generated Bidding Documents)

23.2(a) Purchaser's address for the purpose of Bid Security Submission:

(As Per EPADS Generated Bidding Documents)

23.2(b) Name and Number of the Contract:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.

24.1(a) Deadline for submission of bids:

(As Per EPADS Generated Bidding Documents)

27.1 Bid opening and evaluation:

The bids shall be opened in the office of Divisional Accounts Officer, Pakistan Railways, Karachi as per time given in EPADS Generated Bidding Documents

Evaluation will be carried out as per evaluation criteria given in EPADS Generated Bidding Documents

33.1 The bids shall be evaluated on overall basis with lowest bid being substantially responsive Bid to be qualified to perform the Contract satisfactorily.

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

(As specified EPADS 2.0 Generated Bidding Documents)

Appendix-A to Bid

METHOD OF ASSURING QUALITY OF GOODS

The Bidder shall submit a **Quality Assurance Plan (QAP)** outlining the quality control procedures for the offered goods/material/items, along with relevant **test certificates, inspection reports, OEM quality certificates, and other documents** demonstrating compliance with the Technical Specifications and Contract requirements



Appendix-B to Bid

LIST OF MANUFACTURERS/SUBCONTRACTORS

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

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

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

Note:

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

Appendix-C to Bid

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

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



Appendix-D to Bid

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
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]

Schedule-A

List of Engineering Goods to be supplied

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

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

Lot No. : [if applicable]				
Lot Name : [if applicable]				
Item No.	Name of Goods	Description	Unit of Measurement	Quantity
01				

Lot No. : [if applicable]				
Lot Name : [if applicable]				
Item No.	Name of Goods	Description	Unit of Measurement	Quantity
02				

Schedule-B

Delivery and Completion Schedule

The completion period is (As specified in EPADS Generated SBDS) **days** from the date of signing of contract agreement with successful bidder.



FORM OF BID SECURITY

(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

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

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

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

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Purchaser in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Purchaser for the faithful performance and proper 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 Surety shall forthwith pay the Purchaser the said sum upon first written demand of the Purchaser (without cavil or argument) and without requiring the Purchaser to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Purchaser by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish

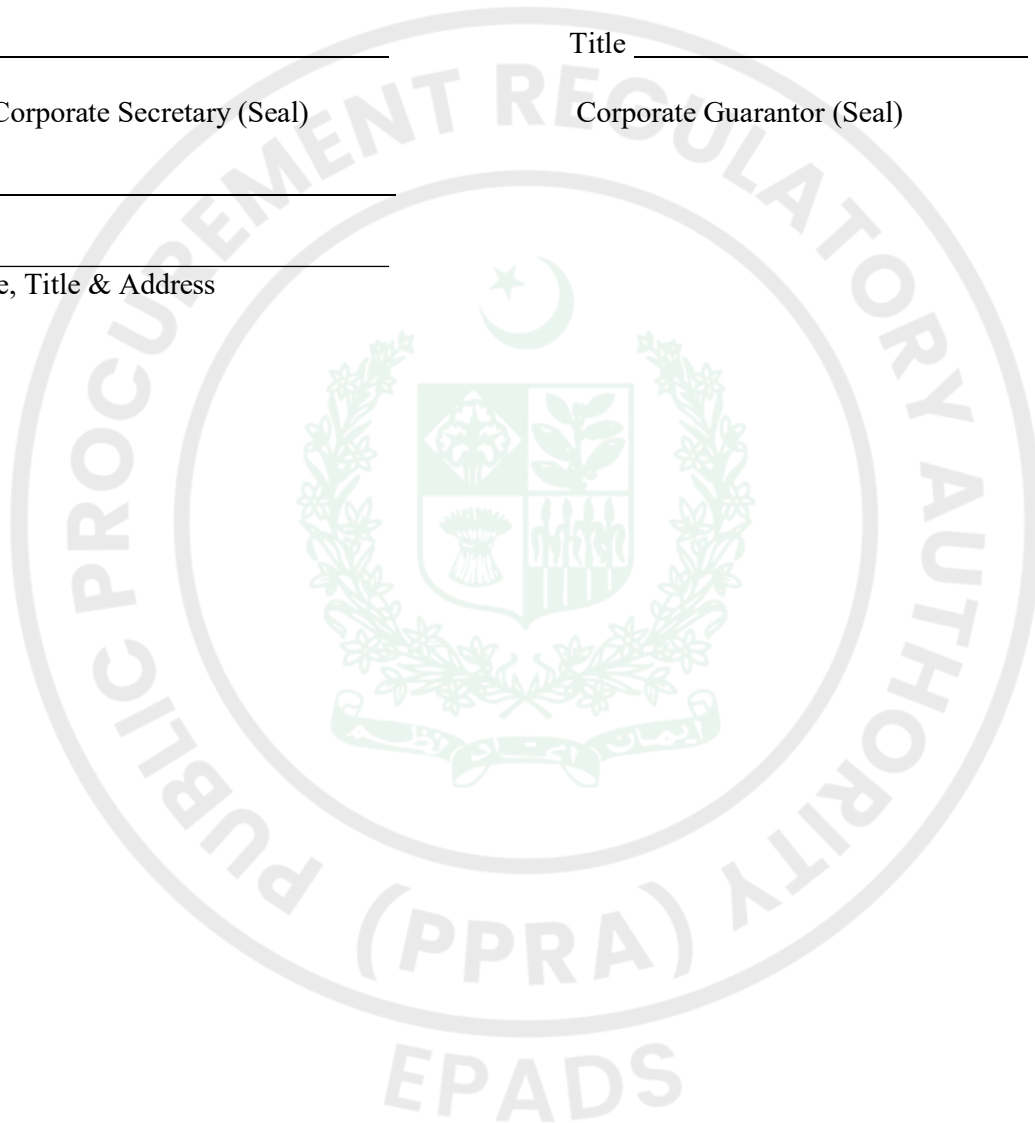
the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Purchaser forthwith and without any reference to the Principal (Bidder) or any other person.

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

WITNESS: SURETY (Bank)
Signature _____

1. _____ Name _____
_____ Title _____
Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____
_____ Name, Title & Address _____

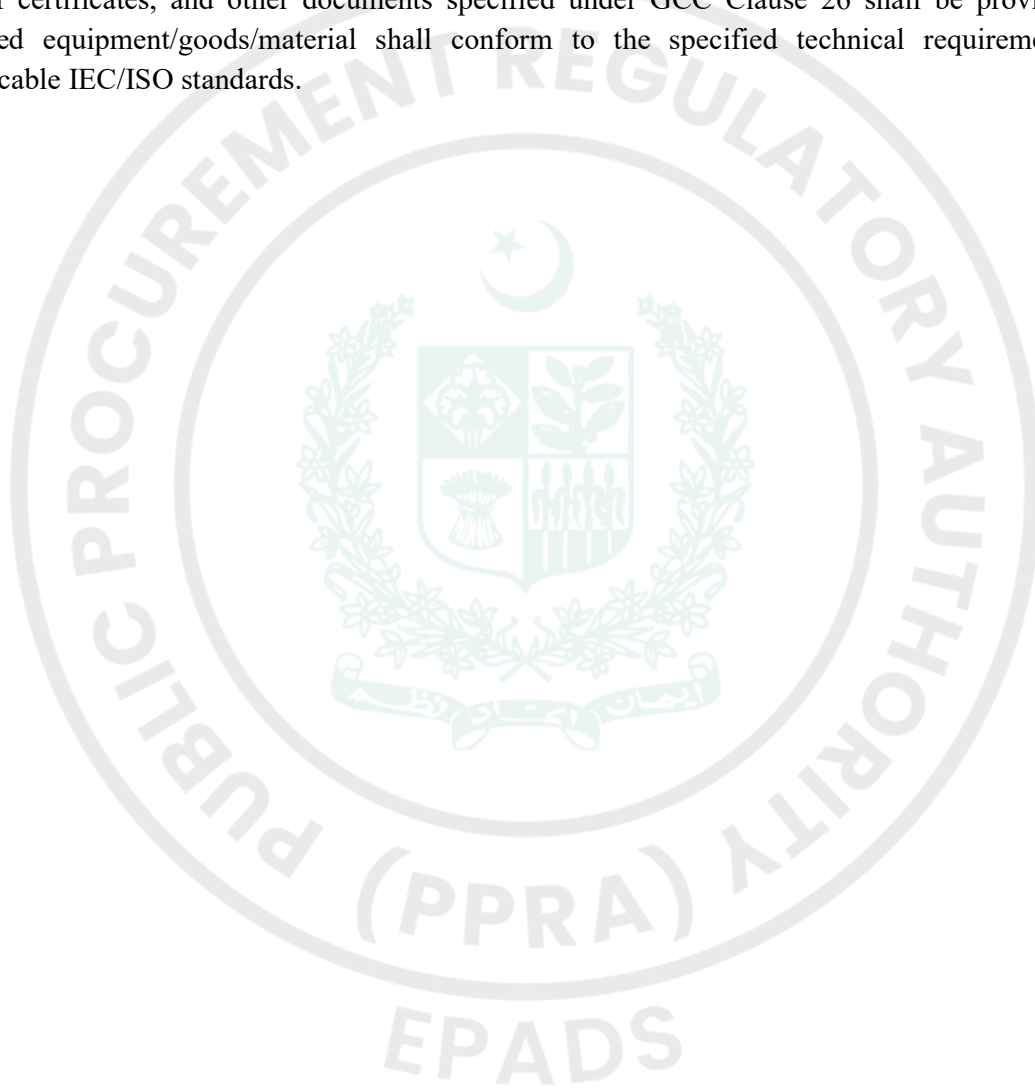


Schedule C

Inspection and Tests to be carried out

Purchaser shall list down the Inspection and Tests to be carried out under GCC Clause 26 and PCC Sub-Clause 26.2.

The Bidder shall submit a Quality Assurance Plan (QAP) outlining the methodology for ensuring the quality of the offered equipment/goods/material. Relevant test certificates, inspection reports, OEM certificates, and other documents specified under GCC Clause 26 shall be provided. All offered equipment/goods/material shall conform to the specified technical requirements and applicable IEC/ISO standards.



STANDARD FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
ADVANCE PAYMENT SECURITY

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

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

Name of Principal (Supplier/Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

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

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

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the

amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____,
between _____ of _____
(hereinafter "the Purchaser"), of the one part, and _____ of _____
(hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., _____ and has
accepted a Bid by the Supplier for the supply of those Goods in the sum of _____
(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser's Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b) the Form of Bid and the Price Schedules submitted by the Supplier;
 - (c) the Particular Conditions of Contract; Part-II
 - (d) the General Conditions of Contract; Part-I
 - (e) the Schedule to Bid (other than Price Schedule);
 - (f) Appendices to Bid;
 - (g) Specifications;
 - (h) Drawings; and
 - (i) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

(Name, Title and Address)

(Name, Title and Address)



Form of Advance Payment Security

Date: _____

Contract Name and No. : _____

To: _____

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

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

WARRANTY CERTIFICATE

Tender Name: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 Nos 100-kVA & 01 No 45-kVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.**

Tender No: **258-W/MLP/DP WORLD/RS-4.**

I/We, the undersigned, hereby certify, declare, and undertake that, if awarded the Contract, I/We shall comply with the following warranty obligations:

1. I/We warrant that all equipment, materials, and accessories supplied under the Contract shall strictly conform to the technical specifications, drawings, and other requirements stipulated in the Bidding Documents.
2. I/We further warrant that all equipment and materials supplied shall be brand new, unused, of the latest design and manufacture, and free from defects in design, material, workmanship, and manufacturing.
3. I/We undertake that, during the warranty period, any equipment, component, or material found to be defective due to faulty design, material, workmanship, manufacturing defects, or failure to meet the specified performance requirements under normal operating and maintenance conditions shall be repaired or replaced at my/our own cost, without any additional cost to the Procuring Agency.
4. I/We undertake to furnish a Warranty/Guarantee Certificate for the;
 - a. 100-kVA Diesel Generator Set confirming its satisfactory performance under the conditions specified in the Chief Electrical Engineer's (CEE) Specifications # PR-H.R/D.G SET/2013 for a period of twenty-four (24) months from the date of successful Installation, Testing and Commissioning (ITC) or 10,000 working Hours of DG Set, whichever is earlier.
 - b. 45-kVA Diesel Generator Set confirming its satisfactory performance under the conditions specified in the Chief Electrical Engineer's (CEE) Specifications # PR-H.R/D.G SET/2013 for a period of twenty-four (24) months from the date of successful Installation, Testing and Commissioning (ITC) or 5,000 working Hours of DG Set, whichever is earlier.
5. I/We acknowledge that my/our liability under this warranty shall be limited to the repair or replacement of defective equipment, components, or materials supplied under the Contract and shall not exceed the value of the defective item(s). However, I/We shall remain liable for any direct damages sustained by the Procuring Agency due to failure of the supplied equipment to comply with the warranties provided herein, excluding consequential or indirect damages.
6. I/We further certify that the above warranty obligations shall remain valid notwithstanding the completion of supply or acceptance of the equipment and shall be fulfilled in accordance with the terms and conditions of the Contract.

I/We hereby certify that the above declarations are true and correct and shall form an integral part of my/our Bid and, upon acceptance, shall become binding obligations under the Contract.

Authorized Signatory: _____

Name: _____

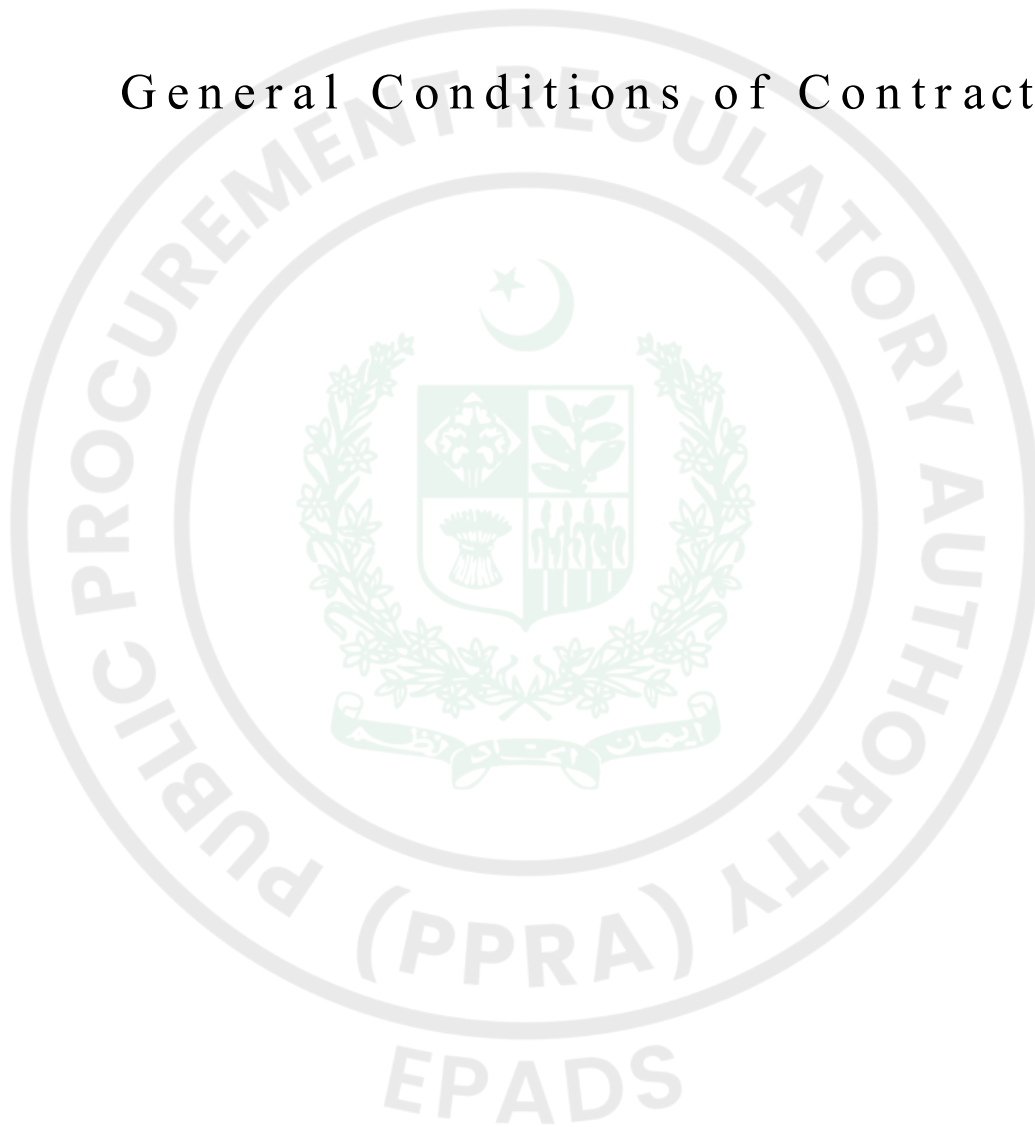
Designation: _____

Name of Bidder/Firm: _____

Company Seal: _____

Date: _____

General Conditions of Contract



1. Definitions

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

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfilment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries as per Appendix-A.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Goods” means execution of all works including all related equipments and / or other Material required for successful operation of the System
- (j) “Purchaser’s Country” is the country specified in the Particular Conditions of Contract (PCC).
- (k) The “Purchaser” means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
- (l) “PCC” means the Particular Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) “The Site,” where applicable, means the place named in the PCC.

2. Contract Document

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

3. Corrupt and Fraudulent Practices

3.1

- (a) For the purposes of this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring

agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

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

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

4. Interpretation

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

4.2 Incoterms

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

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

- passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Joint Venture, Consortium or Association**
- 6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the PCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 The dispute shall be referred to CEO / Sr. General Manager Pakistan Railways being sole arbitrator and finally settled in Lahore, Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever.
- 11. Scope of Supply**
- 11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.

- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.
- 15.3. *"This is a Fixed Price Contract"*
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the PCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.
- 16.3 Once the item is delivered and its ITC each station has been carried out successfully, its payment shall be made promptly by the Purchaser, after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.
- 17. Taxes and Duties** 17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For Goods supplied from within the Purchaser's Country, the

Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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

18. Performance Security

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

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

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

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

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

- (a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no

- fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

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

21.1 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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

23. Packing and Documents

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

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

24. Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely

convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

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

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

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

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

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

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

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

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

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

27. Liquidated 27.1 Except as provided under GCC Clause 32, if the Supplier fails

Damages

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

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for the specified period for each item from the date of installation, testing and commissioning of respective equipment.
- 28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.]
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

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

supplied by the Supplier, pursuant to the Contract.

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

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

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

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

30. Limitation of Liability

30.1 Except in cases of gross negligence or wilful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force

32.1 The Supplier shall not be liable for forfeiture of its Performance

Majeure

Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

33. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) Any other

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof

- granted by the Purchaser pursuant to GCC Clause 34; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.
- b) In the event the /Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment

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

Particular Conditions of Contract



PARTICULAR CONDITIONS OF **CONTRACT**

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

GCC Sub Clause 1.1(j)

The Purchaser's country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)

The Purchaser is: Divisional Superintendent, Pakistan Railways, Karachi.

GCC Sub Clause 1.1 (o)

The Site is: **04 Nos. Railway Stations/Sites, List attached as Annexure A.**

GCC Sub Clause 5.1

The language shall be: *English.*

GCC Sub Clause 7.1 and 7.2

All items accepted except manufactured in India or Israel or as indicated by MOFA.

GCC Sub Clause 8.1

For notices, the Purchaser's address shall be:

Attention: Divisional Superintendent, Pakistan Railways, Karachi

Address: Divisional Superintendent Office, Pakistan Railways, Karachi.

City: *Karachi*

Country: *Pakistan*

Telephone: + 921-99213516

[Addresses of the Supplier shall be entered before signing the Contract]

GCC Sub Clause 9.1

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

GCC Sub Clause 10.2

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

- a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.
- b. The dispute shall be referred to CEO / Sr. GM, Pakistan Railways being sole arbitrator for arbitration and finally settled in Lahore, Pakistan in accordance with the Arbitration Act, 1940, and any amendment or substitution thereof. The decision of the arbitrator (s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever except under Arbitration Act 1940.

GCC Sub Clause 11.1

1. The Contractor shall design/supply/install/test/commission the equipment/system at each station as specified in Annexure-A. The contractor will ensure that he/she will supply the original, newly manufactured product as per approved specifications. No refurbished/reconditioned or used product will be accepted.

GCC Sub Clause 12.1

1. *The bidder will provide Operation and Maintenance manuals and drawings/diagrams for the system.* The contractor shall provide detailed technical specifications which should be self-explanatory of the equipment to be supplied with the offering bid to establish the compliance of the supplied equipment with approved specifications.

GCC Sub Clause 16.1

Payments shall be released as per submitted collective Invoice of not less than PKR 5.000 million each. Once the items are delivered and its Station wise ITC and testing has been carried out successfully, the payment shall be made after submission of an invoice or request for payment by the Supplier, subject to verification and acceptance by the purchaser.

GCC Sub Clause 16.4

The currency for payments shall be: *Pak Rupees*

GCC Sub Clause 18.4

The Performance Security shall be released upon the successful completion of the work and acceptance by the Purchaser.

GCC Sub Clause 23.2

The packing, marking and documentation within and outside the packages shall be: *N/A*

GCC Sub Clause 25.1

The transportation of the equipment safely up to the site is responsibility of the bidder. All the transportation charges of the goods upto the sites shall be borne by the Supplier

GCC Sub Clause 26.2

Tests and Inspections: The Purchaser/Employer reserves the right to have the testing and verification of any equipment, material, or installation carried out (at the time of delivery, during or at the end of ITC with access to drawing and production data) by a third-party inspection agency at any stage of the project. Such testing, if conducted, shall be at the expense of the Contractor/Successful Bidder.

GCC Sub Clause 27.1

The liquidated damage shall be: *(As specified in EPADS generated SBDS)*

GCC Sub Clause 28.3

The period of validity of the warranty of equipment shall be as specified in Warranty Certificate.

GCC Sub Clause 28.5

The Supplier shall correct any defects covered under the Warranty within 10 Working Days on the occurrence of such defects.

37. Testing of Equipment

Pakistan Railways will be entitled to carry out random testing of supplied material from PCSIR or any other agency on expense of supplier.

38. Completion Period

The successful supplier will be responsible for complete Supply, Installation, Testing and Commissioning of DG SETS at 04 NOs railway stations/Sites within Karachi division as per Delivery and Completion Schedule (Schedule – B) given in Tender Documents.

39. Defect Liability Period

The Contractor shall be responsible for replacing parts or equipment or any component of Supplied System that becomes defective during DLP (730 days from date of completion of the project).

40. Retention Money in lieu of DLP

Five percent (05%) amount shall be retained from every payment. Retention shall be returned after expiry of Defect Liability Period of 730 Days.



GENERAL INFORMATION OF BIDDER

Advertised Tender No. _____

1	Name of Firm									
2	Office Address									
3	Mobile No.									
4	Telephone No.									
5	E. Mail									
6	Web Site									
7	Sale Tax Registration No.									
8	National Tax No.									
9	Past Experience of relevant field if any	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: center;">1.</td><td></td></tr> <tr><td style="text-align: center;">2.</td><td></td></tr> <tr><td style="text-align: center;">3.</td><td></td></tr> <tr><td style="text-align: center;">4.</td><td></td></tr> </table>	1.		2.		3.		4.	
1.										
2.										
3.										
4.										
10	Past Experience of Supply to Railways if Any	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: center;">1.</td><td></td></tr> <tr><td style="text-align: center;">2.</td><td></td></tr> <tr><td style="text-align: center;">3.</td><td></td></tr> <tr><td style="text-align: center;">4.</td><td></td></tr> </table>	1.		2.		3.		4.	
1.										
2.										
3.										
4.										

Name of Firm: _____

Authorized Signature of Bidder: _____

Stamp & Date: _____

LIST OF STATIONS/SITES

S.No.	Station Name	Capacity of DG SET to be Installed
1	Sickline - Karachi Port Trust (KPT)	100-kVA
2	Sickline - Karachi City Railway Station	100-kVA
3	Drigh Road Railway Station	45-kVA
4	Sickline - Marshalling Yard, Pipri	100-kVA
Note: The above list of stations/Sites is tentative and may be revised by the Purchaser during the execution of the Supply, Installation, Testing, and Commissioning (SITC) works. The successful bidder shall carry out the work at the revised locations without any change in the contractual terms.		

TECHNICAL PROPOSAL

Annexure-B

Name of Bidder _____

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 Nos 100-kVA & 01 No 45-kVA) AT FOLLOWING 04 RAILWAY STATIONS/SITES IN KARACHI DIVISION ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.

S. No	Station Name	S. No	Station Name	S. No	Station Name	S. No	Station Name
01	Sickline - Karachi Port Trust (KPT)	02	Sickline - Karachi City Railway Station	03	Drigh Road Railway Station	04	Sickline - Marshalling Yard, Pipri

Supply, Installation, Testing and Commissioning of Three-Phase Diesel Generator Sets (03 Nos 100-kVA & 01 No 45-kVA) at 04 Nos Railway Stations/Sites in Karachi Division, along with associated Operation and Maintenance Material (Complete in all respects).			
S.NO	Description	Unit	Brand Name /Country of Origin & Technical Data
1	Supply & erection of PVC Conduit pipes (Size: 50 mm or 2" i d) including inspection boxes, pull boxes, hooks, cutting jharries and repairing surface. Complete with all accessories for recessed wiring in walls. According to CSR Item No. 1.3.1.[b(vi)]. Brands: Pakistan Railway Approved Brand.	Meter	
2	Supply & erection of PVC Conduit pipes (Size: 75-80 mm or 3" i d) including inspection boxes, pull boxes, hooks, cutting jharries and repairing surface. Complete with all accessories for recessed wiring in walls. According to CSR Item No. 1.3.1.[b(vii)]. Brands: Pakistan Railway Approved Brand.	Meter	
3	Supply & erection of Four core PVC Copper Conductor Cable size 35mm ² (19/0.064"), 660/1100 volts in Pre-laid PVC Pipes, M.S Conduits, GI Pipe/in trenches. According to CSR Item No. 2.2.1[d(ii)]. Brands: Pakistan Railway Approved Brand.	Meter	
4	Supply & erection of Four core PVC Copper Conductor Cable size 95mm ² (37/0.083"), 660/1100 volts in Pre-laid PVC Pipes, M.S Conduits, GI Pipe/in trenches. According to CSR Item No. 2.2.1[d(v)]. Brands: Pakistan Railway Approved Brand.	Meter	
5	Supply of Tinned Copper Thimble Size 25 to 50 mm ² . According to CSR Item No. 2.7.1.(b).	Each	
6	Supply of Tinned Copper Thimble Size 70 to 95 mm ² . According to CSR Item No. 2.7.1.(C).	Each	
7	Supply and erection of galvanized iron earth pipe size 10"x2" (Medium) for earthing connection with hard drawn bare copper conductor 8 SWG and earth pit size 12"x12"x8" containing mixture of salt and charcoal. Earth resistance ≤1 ohm, as per PR standards. According to CSR Item No. 8.5.1	Each	

Supply, Installation, Testing and Commissioning of Three-Phase Diesel Generator Sets (03 Nos 100-kVA & 01 No 45-kVA) at 04 Nos Railway Stations/Sites in Karachi Division, along with associated Operation and Maintenance Material (Complete in all respects).

S.NO	Description	Unit	Brand Name /Country of Origin & Technical Data
8	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 100-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 200A~220-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent. Note: A copy of CEE's Specification # PR-H.R/D.G SET/2013 is attached as Annexure-D	Each	
9	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 45-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 170A~180-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent. Note: A copy of CEE's Specification # PR-H.R/D.G SET/2013 is attached as Annexure-D	Each	
10	Three Phase Four Pole 300-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	
11	Three Phase Four Pole 100-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	
12	Three Phase Four Pole 300-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	
13	Three Phase Four Pole 100-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	
14	Fuel Filter for 25kVA/45kVA/100kVA DG Set	Each	
15	Fuel Separator for 25kVA/45kVA/100kVA DG Set	Each	
16	Oil Filter for 25kVA/45kVA/100kVA DG Set	Each	
17	AIR FILTER for 25kVA/45kVA DG Set	Each	
18	AIR FILTER for 100-kVA DG Set	Each	

Bidder Signature

BID EVALUATION CHECKLIST

BID EVALUATION OF THE TENDER

S#.	CRITERION	YES / NO	REMARKS
1	Has the bidder attached/enclosed original bid security in the favour of DAO/Karachi / PR in form of CDR/Pay Order/Bank Guarantee with the technical proposal?		
2	Has the bidder confirmed Railway Specifications/Requirements/Descriptions as stipulated in this tender?		
3	Is the bid validity according to the tender clause?		
4	Has the bidder confirmed completion schedule as per Schedule - B?		
5	Is the offer un-conditional?		
6	Has the bidder indicated its National Tax Number?		
7	Is the bidder certified with Pakistan Engineering Council (PEC) in the category mentioned in eligibility criteria?		
8	Is the bidder's name included on ATL of FBR?		
9	Has the bidder provided undertaking that his firm / JV Partner is not involved in any kind of litigation with Pakistan Railways. Moreover, the bidder will not sublet / subcontract any firm on this project which is involved in litigation with Pakistan Railways.		

Evaluation Criteria

Annexure-C

1. General

The Technical proposal of the Bidders shall be evaluated for the post-qualification of bidders based on the criteria given in succeeding paras regarding the Bidders Basic Eligibility, Work Experience, Personnel Capabilities, and Financial Soundness.

2. Weightage/Marks

The weightage/ distribution of the marks of following sections shall be as given below:-

- | | |
|----------------------------|----|
| i. Work Experience | 60 |
| ii. Personnel Capabilities | 15 |
| iii. Financial Soundness | 25 |

3. Mandatory Requirement

The Firms fulfilling the following Mandatory requirements shall only be considered for further evaluation (relevant documents to be attached).

- The bidder shall provide documentary evidence of Pakistan Engineering Council (PEC) registration in Financial Category C-5 or higher.
- Firms must have Proof of Registration of Income Tax Department, and the Bidders must be on the Active Taxpayers list.
- Firms must provide an affidavit on legal stamp paper, declaring that the Firm has never been blacklisted by any Government/ Semi Government, Autonomous or State-Owned Organization and that their cases regarding blacklisting are not under trial in any Court of Law.
- Firms must attach Audit Report for Last 3 Financial Years i.e. FY 2022-23, 2023-24 & 2024-25.
- The Bidder shall furnish documentary evidence demonstrating the successful completion of at least two (02) similar projects during the last seven (07) years. For the purpose of this bidding document, similar projects shall mean the Supply, Installation, Testing and Commissioning (ITC) of Diesel Generator (DG) Sets, with each individual project having a minimum contract value of PKR 10.00 million.
- The Bidder shall submit valid documentary evidence of authorization from the Original Equipment Manufacturer (OEM) for the offered DG Sets.
- The Bidder shall furnish documentary evidence of the supply record for the Diesel Engine (DG Set) offered for the last five (05) years. The submitted record must demonstrate that the DG Sets offered have been supplied, installed, and operated successfully under conditions similar to those specified in the Bill of Quantities (BOQ).
- Original Bid Security amounting to **Rs. (As specified in EPADS generated SBDS)** in the shape of Deposit at Call Receipt/ Bank Guarantee in favor of Divisional Accounts Officer Pakistan Railways Karachi., from any Scheduled Bank in Pakistan, to be attached with technical proposal.
- In case of Joint Venture, the JV Agreement between all the firms, showing the Lead Firm and Partner firm, must be attached.

4. Relevant Work Experience

Marking for work experience of the firms shall be evaluated as per following criteria.

Sr. No.	Description	Total Marks
1	Experience of completion of Projects of Similar Nature (As defined in Para 3(e) of mandatory requirement) will be evaluated as follows:- a) For Two Projects = 30 Marks b) For Three Projects = 45 Marks c) For Four Projects = 60 Marks	60

Note:-Proof of projects completed shall be in the shape of completion certificate.

5. Professional Capabilities

Marking for personal capabilities of the firms shall be evaluated on the basis of following criteria.

S. no	Description	Max Marks
i.	BSc. Electrical Engineer, minimum experience of 2 Years or more	11
ii.	One DAE Electrical, with minimum experience of 2 Years	4
	Total Marks.	15

6. Financial Capabilities

Marking for financial position of the firm shall be evaluated on the basis of the following criteria.

S. no	Description	Max Marks
i.	Works Turnover (Attach three-year Audit Report) a. If between 5.00 million and 10.00 Million = 5 Marks b. If between Rs. 10.00 Million and Rs. 20.00 Million =10 Marks c. If between Rs. 20.00 Million and Rs. 30.00 Million= 15 Marks d. If above Rs. 30.00 Million =25 Marks	25
	Total Marks.	25

7. Qualification Marks.

All the Bidding Firms / JV partners must secure at least 60% marks for Technical Qualification in the Tender.

Form Tech-1

List of completed Projects during last Seven Years

S. No	Project Title	Value of Project (in Pak Rs)	Year of completion

Form Tech-2

Detail of completed Project

(Please fill the Form Tech-2 for each completed project separately)

Project Title:	Value of the Project (in Pak Rs):
Country: Location within country:	Completion Period (months):
Name of Client:	
Start date (month/year): Completion date (month/year):	Capacity (kVA):
Mode of Project execution: <i>(EPC, PPP, BOT, BOOT, Lease or any other mode)</i>	
Narrative description of Project:	

Bidder Signature

Form Tech-3

List of Graduate Engineers / Designer

S.No	Name	Qualification	Experience

Form Tech-4

List of Diploma / Associate Engineers

S.No	Name	Qualification	Experience

Bidder Signature

Form Tech-5

CV of graduate Engineer and Diploma / Associate Engineer

(Please fill the Form Tech-8 for each individual separately)

1. Name of Person: _____
2. Name of Employer Firm: _____
3. Date of Birth: _____
4. Nationality: _____
5. CNIC No: _____
6. Education:

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. Membership of Professional Associations: _____

8. Employment Record

[Starting with present position, list in reverse order every employment held by staff member, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

9. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Day/Month/Year

[Signature of staff member or authorized representative]

Full name of authorized representative:

Note:

CVs must be signed by the Professional staff themselves or by the authorized official of the firm.

Bidder Signature

Form Tech-6

Financial Capabilities

Name of Firm: _____

Annual Turnover

For the year (amount in Million Pak. Rs)		
2022-23	2023-24	2024-25

Note:

1. For assessment purpose, average turnover of last three years shall be considered.
2. For Joint Venture, average turnover will be summed up for evaluation.
3. Audited Report of last three years must be attached.

(In case of Joint Venture, please provide above information for all partners)

Bidder Signature

|

CEE's Specification # PR-H.R/D.G SET/2013
20 to 1250KVA Generating Set for Standby Use

P A R T – I.....(G e n e r a l)

This specification covers the supply, installation and commissioning of 20 to 1250 KVA prime rating, 3 phase 400/440 Volts, 50 Hz heavy duty industrial type generating set.

1. **Climatic Conditions.**

- a. Minimum Ambient Air Temperature.....0°C
- b. Maximum Ambient Temperature.....50°C
- c. Maximum Altitude above sea level.....1000 Mtr.
- d. Relative humidity.....Min 5%, Max 85%
- e. EnvironmentUnder Roof.

P A R T – II.....(D i e s e l E n g i n e)

2. **Diesel Engine.**

- a. The four strokes diesel engine should not exceed 1500 revolution per minute (RPM)
- b. The diesel engine should be capable of giving full output of rated capacity on Prime operation on the climatic conditions given vide Clause # 1 of Part-I above after applying all de-rating factors.

3. **Fuel Tank.**

- a. For 45 kVA DG Set: Fuel tank of minimum 200 litres capacity, complete with integral fuel gauge/level indicator, shall be supplied as an integral part of the DG Set.
- b. For 100 kVA DG Set: Fuel tank of minimum 350 litres capacity, complete with integral fuel gauge/level indicator, shall be supplied as an integral part of the DG Set.
- c. Fuel Tank shall also be equipped with suitable oil level annunciation/alarm or sensing device to warn the operator that tank contains fuel supply for less than 10 hours for operation of DG Sets on full load.

4. **Engine Filters**

Manufacturer's recommended lube oil and air filters should be provided for working of DG Set at full load without any damage to any part or equipment of an engine. Water separator along with the fuel filter would be an added preference.

5. **Fuel Oil.**

The diesel engine should be suitable to operate on High Speed Diesel oil as per specifications attached as Annexure-E.

6. **Speed Control**

The diesel engine should be equipped with Electronic Governor for speed regulations with both auto and manual speed adjuster.

7. **Expected Life**

Manufacturer shall certify the expected life of diesel engine in terms of working hours under given working conditions.

8. **Cooling System**

a. **Cooling Media**

The engine should be water-cooled, suitable to meet with the requirement of cooling as per requirement mentioned vide Clause # 1 of Part-I. Only original radiator and radiator fan along with D.G Set shall be acceptable.

b. **High Temperature indicating Device.**

Sensing device be provided on the radiator to indicate the temperature of radiator water, and it should shut down the D.G Set in case of attaining over and above the permissible designed temperature

c. **Low Water level indicating device.**

Sensing devices be provided on the radiator to indicate the low level of radiator water alongwith acoustic alarm.

d. **Rust Inhibitor and Coolant.**

Cooling water inhibitor/coolant /anti corrosive compound conforming to international environmental safety regulation alongwith technical literature of recommended brands would be required.

9. **The D.G Set Monitoring Equipment.**

Following vibration and shock proof gauges and instruments shall be provided on the D.G Set for monitoring the various parameters of diesel engine:-

- a. Cranking /Start Switch
- b. Push button for emergency stop.
- c. D.G Set on load.
- d. D.G Set tripped.
- e. Lube Oil Pressure Gauge.
- f. Engine Temperature Gauge.
- g. Battery Charging/Discharging Ammeter.
- h. Battery Volt Meter.
- i. Hour Counter Meter.
- j. Tachometer.
- k. Frequency Meter.
- l. Test push button may also be provided to indicate the status of indication lamps.
- m. Acoustic alarm to warn the operator/attendant.

10. **Safety and Protection Devices.**

The Following Safety and protection devices shall be provided for the DG-SET.

I. **Diesel Engine Protections:**

Following should stop the engine/fuel solenoid immediately or after a minimal configurable delay.

- a. Low oil pressure — immediate alarm + shutdown.
- b. High coolant temperature / coolant overheat — alarm + shutdown.
- c. Overspeed (governor/overspeed detection) — immediate shutdown.
- d. Low fuel level (critical cutoff) — alarm and optional shutdown.
- e. Emergency stop (EMO) push-button / circuit — immediate manual shutdown.
- f. Battery charging failure (critical) — alarm; configurable shutdown if required for control.

- g. Engine-hour / life monitoring (preventive alarm) — not automatic shutdown but used for maintenance planning.
- h. Interlocks from severe electrical faults (e.g., engine trip when differential 87G or catastrophic fault detected) — engine-stop command.

II. Electrical Protections:

Protect alternator, switchgear, and connected system; following should trip the generator breaker / isolate alternator and can also initiate engine shutdown.

- a. Inverse-time overcurrent — overload protection (long-time).
- b. Short-time overcurrent and instantaneous overcurrent (50) — clear short-circuits quickly.
- c. Earth / ground fault — detect stator/ground faults; set per neutral earthing.
- d. Differential protection — fast alternator internal fault detection.
- e. Negative sequence protection— protect single-phasing.
- f. Thermal / stator overheat protection using RTDs — protects winding overheating.
- g. Overvoltage / Undervoltage — protect equipment and transfer logic.
- h. Overfrequency / Underfrequency.
- i. Reverse power protection — prevent generator motoring when bus pushes power back.
- j. Loss of excitation — detect and trip on loss of excitation.
- k. Synchronizing / Sync-check interlock (and synchronizing relay) — ensure safe breaker closing if paralleling.
- l. Generator breaker (ACBs/MCCBs) with correct continuous rating and short-circuit breaking capacity; remote trip coil.

11. Starting System.

It should have preferably the 12/24 volts battery starting system complete with self-starter, battery charging generator and regulator.

It must be provided with static charger as an alternative for battery charging.

12. Exhaust System

The diesel engine shall be required to be provided with exhaust manifold silencer giving vertical outlet for the burnt gases, designed in such a manner to avoid entrance of rainwater.

13. Recommended Brands of Diesel Engine.

Following makes or their equivalents with the country of origin as indicated below will be acceptable:-

S.No.	Engine Make	Origin
1.	Cummins	U.S.A
2.	Perkins	U.K.

In case of equivalent Diesel Engine(DG Set) is offered, then the Bidder shall furnish documentary evidence of the supply record for the offered Diesel Engine (DG Set) for the last five (05) years. The submitted record demonstrate that the offered DG Sets have been supplied, installed, and operated successfully under conditions similar to those specified in the Bill of Quantities (BOQ).

14. **Alternator.**

- a. The alternator should have not more than 1500 RPM with an over load capacity of 15% for one hour in every twelve hours operation.
- b. The alternator shall capable of producing rated output at 400/440 Volts, 3-phase, 50 Hz through four wire output system
- c. Alternator shall have class of insulation for both stator and field windings as per parameters given in Clause-1 of Part-I.

15. **Alternator Protections**

Following protections with indications should be provided in the alternator:-

- a. Stator ground fault protections
- b. Stator open circuit protection.
- c. Stator over heating protection.
- d. Bearing temperature

16. **Automatic Voltage Regulator (AVR)**

The automatic voltage regulator (AVR) fitted on the alternator requires to be so designed that the alternator voltage should become zero under following conditions in addition to regulating the voltage as per defined parameters and design:

- a. Over excitation
- b. Over voltage
- c. Under voltage

17. **Recommended Brands of Alternators.**

Following makes or their equivalents with the country of origin as indicated below will be acceptable:-

S.No.	Alternator Make
1	Stamford Newage of UK or any other origin under license from Stamford Newage of UK.
2.	Caterpillar USA,UK & Europe.
3	Siemens

In case of equivalent alternator is offered, then the previous supply record of offered alternator supplied and operated under similar operating conditions as mentioned in Clause No.1 & 2 must be provided.

PART - IV(Diesel Generating Set)

18. **D.G Set**

Diesel Engine shall be directly coupled with A.C Alternator which will be installed and commissioned. Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads).

19. **Anti-Vibration Mountings**

The Diesel Generating Set shall be skid mounted and fitted with anti-vibration mountings.

20. **D.G Set Control Panel.**

- a. All instruments mounted on the panel shall be dust proof and protected against water splashing.

- b. Control panel shall be of floor mounting type having gauges/capillaries /meters of vibration /shock proof designed to indicate the status of DG Set in the panel.
- c. The wiring of panel shall be fire retardant.
- d. All Electric connection shall be provided with crimped type thimbles/terminal.

21. **Instrument/Metering.**

Following measuring instruments/meters of suitable range shall be provided on the DG Set control panel:-

- a. Ammeter.
- b. Frequency.
- c. Volt Meter.
- d. Kilowatt Meter.
- e. KWH Meter.
- f. Power Factor Meter.
- g. Or DeepSea digital module for all necessary indications

22. **Tool Kit**

One set of tool kit for routine maintenance and overhauling, shall be supplied.

23. **Guarantee/Warranty.**

As specified in Warranty Certificate give in Bidding Documents.

24. **Routine Maintenance Spares.**

- a) List of spare parts to be supplied alongwith the D.G Set for routine maintenance schedules on the basis of working hours for the period of one year, would also be required to accompany the offer.

25. **Testing and Inspection**

- a) Testing and inspection shall be carried out as per relevant BSS Specification.
- b) The successful bidder shall arrange inspection/testing by the representative of Chief Electrical Engineer at the premises of the manufacturer within country/abroad. The testing/inspection cost shall be borne by the bidder.

26. **Compliance to Specifications, BSS & IEC.**

The whole equipment specified above shall have to comply with the requirement of relevant BSS & IEC latest.

27. **Operational & Maintenance Manual, Spare Parts Catalogues & Drawings.**

a). **Maintenance & operational Manuals.**

The successful tenderers shall supply operation/maintenance manual, spare parts catalogues indicating part number and drawings indicating the maintenance schedules to maintain the diesel engine and alternator and their auxiliaries etc. in good working condition. (One set of operation /maintenance manual, spare parts catalogues and drawings per D.G Set)

b). **Workshops Manuals for overhauling.**

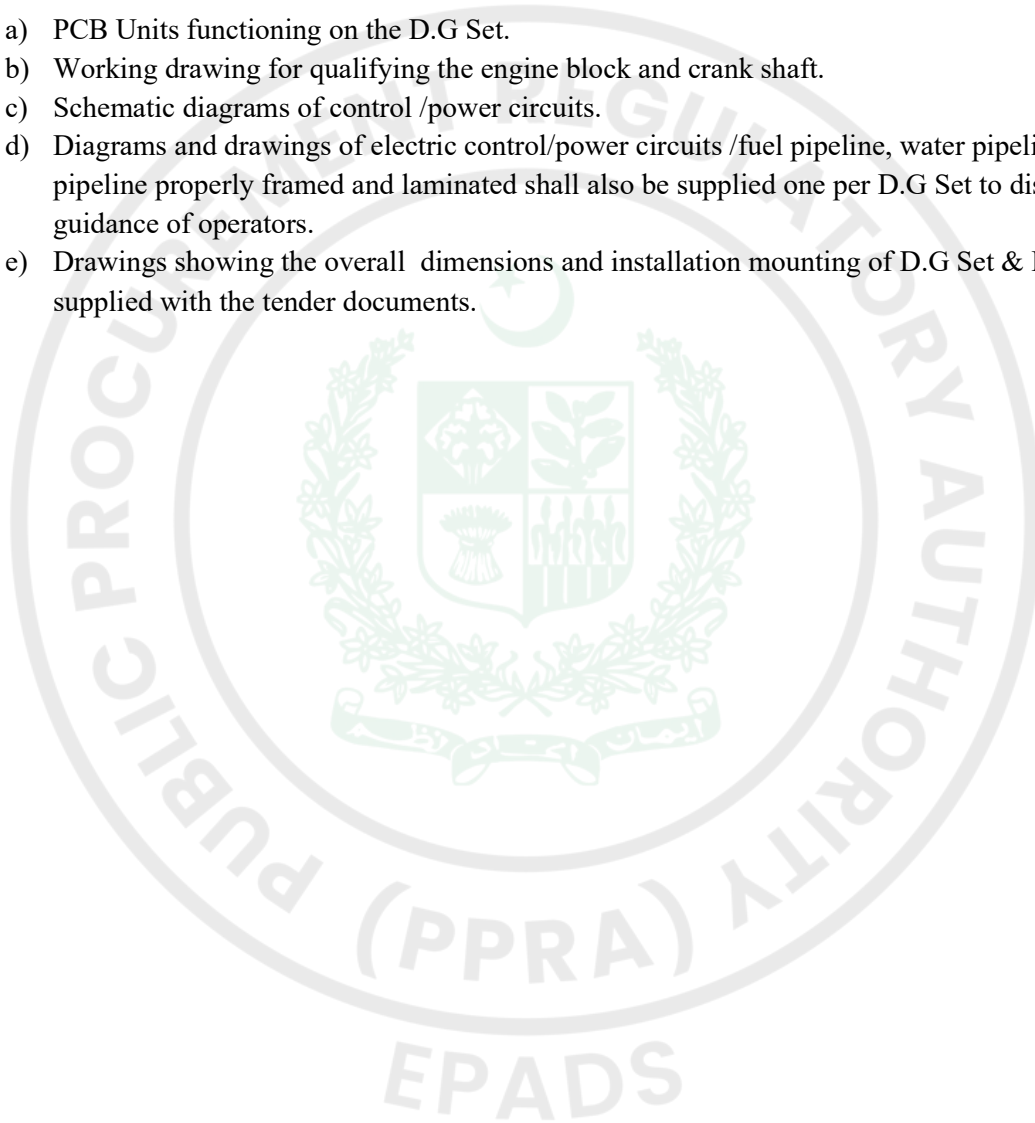
A set of workshop manual alongwith copy of literature/manual of special tools per D.G Set for complete overhauling, servicing and calibrations shall be supplied by successful bidder for

- i. Diesel Engine.
- ii. Fuel Injection Pump & Governor.
- iii. Alternator.

28. **Drawings and Diagrams.**

Following Drawings and Diagrams Set shall be supplied by the successful bidder at the time of supply with each D.G Set:-

- a) PCB Units functioning on the D.G Set.
- b) Working drawing for qualifying the engine block and crank shaft.
- c) Schematic diagrams of control /power circuits.
- d) Diagrams and drawings of electric control/power circuits /fuel pipeline, water pipeline and lube oil pipeline properly framed and laminated shall also be supplied one per D.G Set to display for the guidance of operators.
- e) Drawings showing the overall dimensions and installation mounting of D.G Set & Panels may be supplied with the tender documents.



CEE's Specification # PR-HR/D.G SET/2013.**Specification of High Speed Diesel Oil**

S #.	Characteristics	Test Method	Specification	
			Winter (Nov-Feb)	Summer (Mar-Oct)
1	Ash	ASTM	% Mass Max 0.01	% Mass 0.01
2	Carbon Residue Conradson	ASTM D 189/4530	% Mass Max 0.1	% Mass Max 0.1
3	Cold Flow Properties a). Cloud Point b). Pour Point. c). CFPP.	ASTM D 2500 ASTM 97	Deg C Max-1 Deg C Max- 6 Deg C Max-3	Deg Max 5+ Deg C Max Zero Deg C Max 3+
4	Colour ASTM	ASTM 1500	Deg C Max 2.5	Deg C Max 2.5
5	Corrosion, Copper Strip No.3, 100 Deg C	ASTM D 130	No.1	No.1
6.	Cetane Index	ASTM D	Min 45	Min 45
7	Flash Point PMcc	ASTM D 93	Deg Min 66	Deg C Min 66
8	Density at 15 Deg C	ASTM D 1298/4052	Kg/L Min 0.82 Kg/L Max 0.87	Kg/L Min 0.82 Kg/L Max 0.87
9	Sediment	ASTM D 473	% Mass Max 0.01	% Mass Max 0.01
10	Sulphur	ASTM D 1552/2622/4294	% Mass Max 0.5	% Mass Max 0.5
11	Viscosity Kinematics 40 Deg C	ASTM D 445 ASTM D 445	CST Min 1.5 CST Max 6.5	CST Min 1.5 CST Max 6.5
12	Water	ASTM D 95	% V Max 0.05	% V Max 0.05
13	Distillation 90% (min) Volume recovery at Deg C.	ASTM D 86	Max 365	Max 365
14	Calorific value gross BTU/lb.		Min 19000	Min 19000

M/s _____

PAKISTAN RAILWAYS



BIDDING DOCUMENTS

FOR THE WORK OF

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO
45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI
DIVISION, ALONG WITH ASSOCIATED OPERATION AND
MAINTENANCE MATERIAL.

On

Single Stage-Two Envelope Basis

VOLUME 2 OF 2

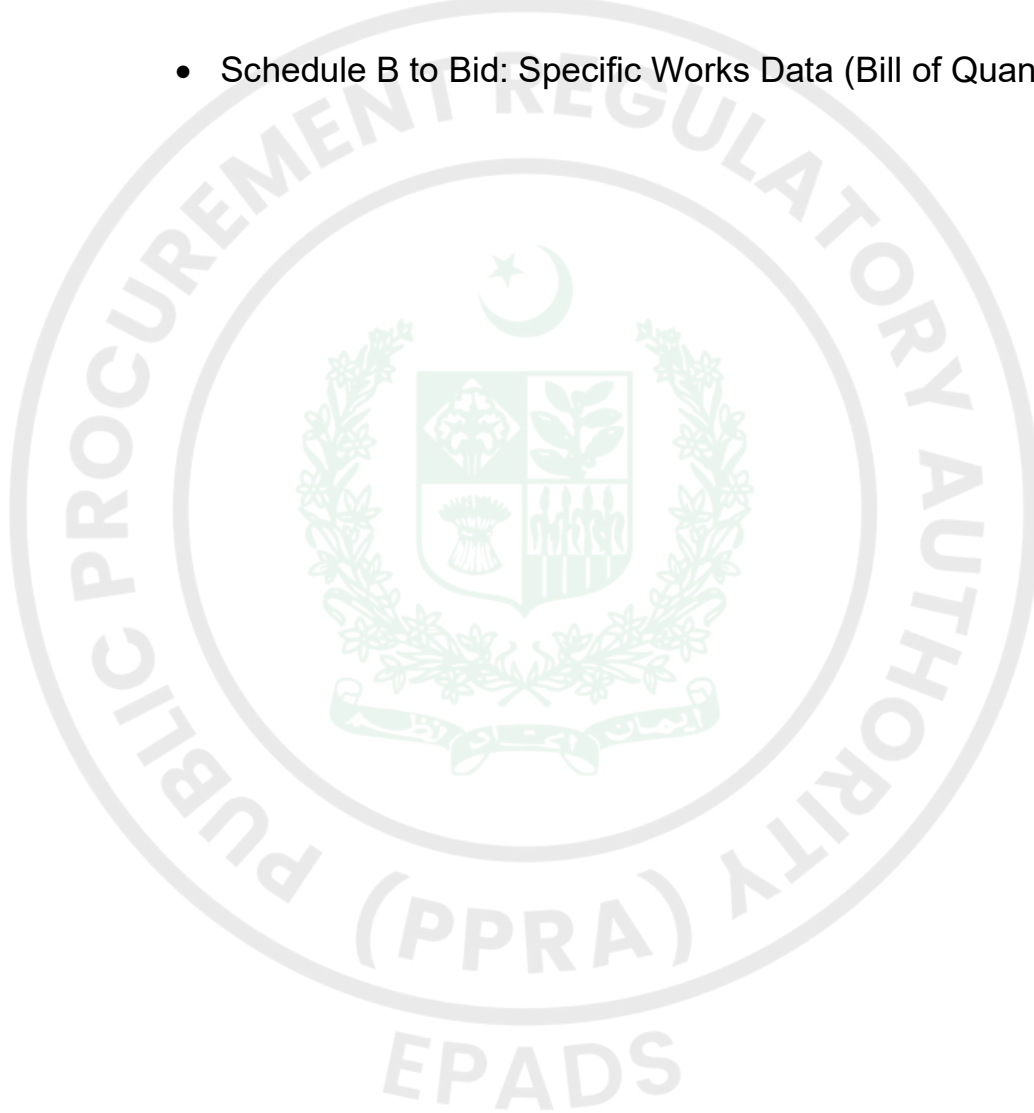
FINANCIAL BID

No. 258-W/MLP/DP WORLD/RS-4

**OFFICE OF THE
DIVISIONAL SUPERINTENDENT
PAKISTAN RAILWAYS
KARACHI**

[SCHEDULES TO BID INCLUDE THE FOLLOWING]

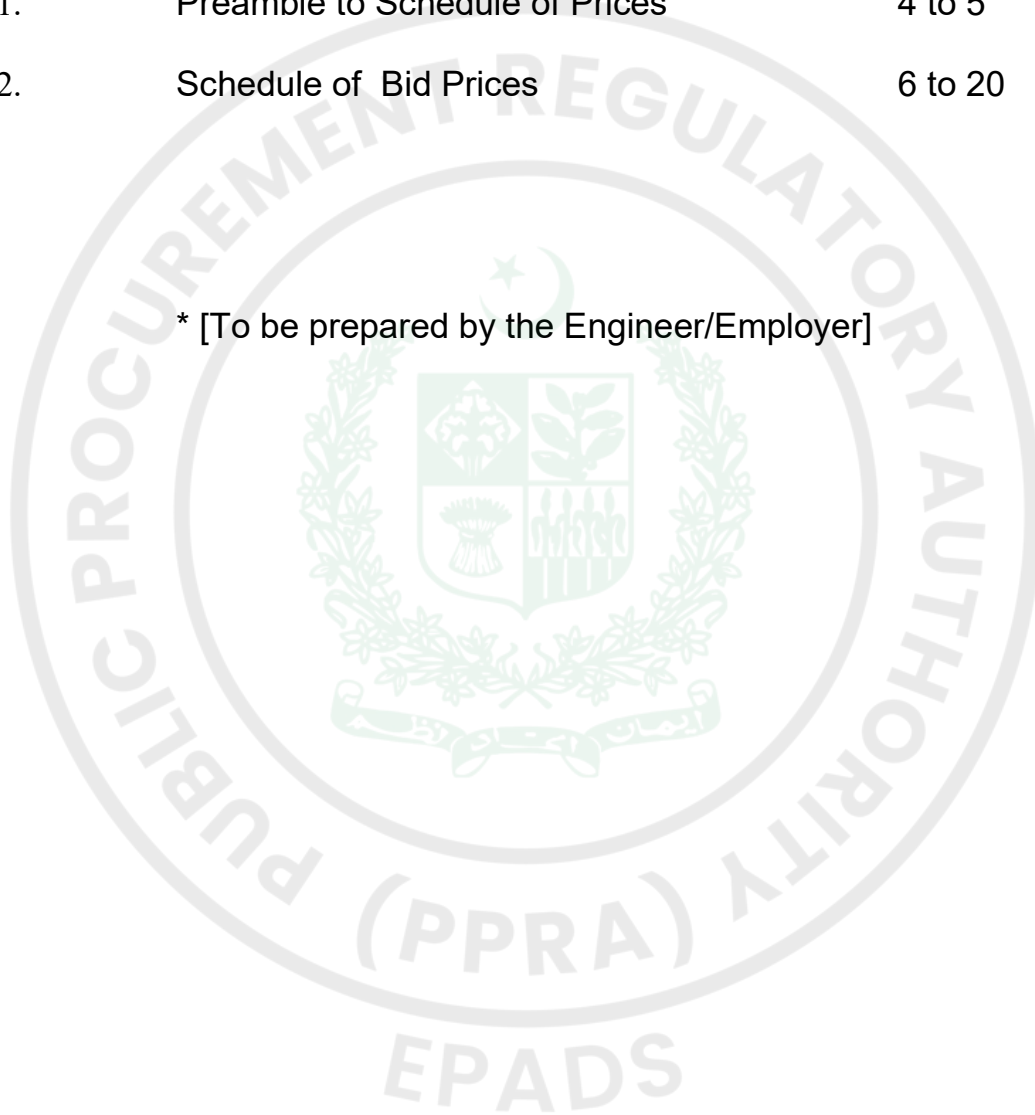
- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data (Bill of Quantity)



SCHEDULE – A TO BID**SCHEDULE OF PRICES**

<u>S. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices	4 to 5
2.	Schedule of Bid Prices	6 to 20

* [To be prepared by the Engineer/Employer]



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 of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works 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 d' 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 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 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 to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, 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 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 Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

*(Employer may modify as appropriate)

PAKISTAN RAILWAYS
Divisional Office
Karachi

SUMMARY OF BID PRICES

(Total bid amount will be quoted by the bidder in the summary of bid prices)

Name of Work: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.**

Cost of Work: **Rs. 29,943,407.00 /-**

Period of Completion: **45 Days**

Bill No.	Description	Total Amount (Rs)
(A)	Total Cost of Electrical Schedule Items Based on Composite Schedule of Rate CSR-2021-22 as per bill of Quantity.	
(B)	Total Cost of Non Schedule Items Electric Works	
GRAND TOTAL BID PRICE (A+B) RS.		.
Total Bid Price (In words).		

Bid security amounting to Rs. _____ in shape of Pay order/Call Deposit No. _____

Dated _____ is enclosed with the tender.

Signature of the bidder _____
(With official seal)

PAKISTAN RAILWAYS
Divisional Office
Karachi

SCHEDULE OF BID PRICES

(Total bid amount will be quoted by the bidder in the summary of bid prices)

(FORM OF BID)

(To be filled by the bidder)

Name of Work: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.**

(A) SCHEDULE ITEMS BASED ON COMPOSITE SCHEDULE OF RATE (CSR-2016)

S. No.	Description	RATES	
		In Figure	In Words
A	Electrical Works Percentage rate on Pakistan Railways Composite Schedule of Rates (CSR-2021-22) as per Schedule of prices/Bill of Quantity. (Bidder shall quote the percentage rates CSR-2021-22 only both in figure & Words)		
	Total amount of Schedule items as per CSR-2021-22.	482,902.00 /-	(Rupees Four Lacs Eighty-Two Thousand Nine Hundred Two Only.)
	Add percentage amount as quoted above.		
(A) Total Rs.			

NOTE:- Total (to be carried to Summary of Bid Price)

Signature of the bidder _____
(With official seal)

PAKISTAN RAILWAYS
Divisional Office
Karachi

SCHEDULE OF BID PRICES

(Total bid amount will be quoted by the bidder in the summary of bid prices)

(FORM OF BID)

(To be filled by the bidder)

(B) NON-SCHEDULE (THROUGH RATE) ITEMS

S. No	Description	Unit	Qty	Unit Rate (Rs.)	Total Amount (Rs.)
1	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 100-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 200A~220-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent. Note: A copy of CEE's Specification # PR-H.R/D.G SET/2013 is attached	Each	3		

2	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 45-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 170A~180-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent. Note: A copy of CEE's Specification # PR-H.R/D.G SET/2013 is attached.	Each	1		
3	Three Phase Four Pole 300-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	3		
4	Three Phase Four Pole 100-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	1		
5	Three Phase Four Pole 300-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	3		
6	Three Phase Four Pole 100-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	1		
7	Fuel Filter for 25kVA/45kVA/100kVA DG Set	Each	120		
8	Fuel Separator for 25kVA/45kVA/100kVA DG Set	Each	120		
9	Oil Filter for 25kVA/45kVA/100kVA DG Set	Each	120		
10	AIR FILTER for 25kVA/45kVA DG Set	Each	100		
11	AIR FILTER for 100-kVA DG Set	Each	30		
(B) TOTAL RS.					

Signature of the bidder _____
(With official seal)

SPECIFIC WORKS DATA

(To be prepared and incorporated by the Employer)

BILL OF QUANTITY

Name of Work: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THREE-PHASE DIESEL GENERATOR SETS (03 NOS 100-KVA & 01 NO 45-KVA) AT 04 NOS RAILWAY STATIONS/SITES IN KARACHI DIVISION, ALONG WITH ASSOCIATED OPERATION AND MAINTENANCE MATERIAL.**

(A) SCHEDULE ITEMS BASED ON COMPOSITE SCHEDULE OF RATE (CSR-2016)

SN	Description	Unit	Qty	Unit Rate (Rs.)	Total Amount (Rs.)
1	Supply & erection of PVC Conduit pipes (Size: 50 mm or 2" i d) including inspection boxes, pull boxes, hooks, cutting jharries and repairing surface. Complete with all accessories for recessed wiring in walls. According to CSR Item No. 1.3.1.[b(vi)]. Brands: Pakistan Railway Approved Brand.	Meter	30	180.8	5,424.00
2	Supply & erection of PVC Conduit pipes (Size: 75-80 mm or 3" i d) including inspection boxes, pull boxes, hooks, cutting jharries and repairing surface. Complete with all accessories for recessed wiring in walls. According to CSR Item No. 1.3.1.[b(vii)]. Brands: Pakistan Railway Approved Brand.	Meter	80	250.1	20,008.00
3	Supply & erection of Four core PVC Copper Conductor Cable size 35mm ² (19/0.064"), 660/1100 volts in Pre-laid PVC Pipes, M.S Conduits, GI Pipe/in trenches. According to CSR Item No. 2.2.1[d(ii)]. Brands: Pakistan Railway Approved Brand.	Meter	20	2110	42,200.00
4	Supply & erection of Four core PVC Copper Conductor Cable size 95mm ² (37/0.083"), 660/1100 volts in Pre-laid PVC Pipes, M.S Conduits, GI Pipe/in trenches. According to CSR Item No. 2.2.1[d(v)]. Brands: Pakistan Railway Approved Brand.	Meter	70	5683	397,810.00
5	Supply of Tinned Copper Thimble Size 25 to 50 mm ² . According to CSR Item No. 2.7.1.(b).	Each	20	35	700.00
6	Supply of Tinned Copper Thimble Size 70 to 95 mm ² . According to CSR Item No. 2.7.1.(C).	Each	20	88	1,760.00
7	Supply and erection of galvanized iron earth pipe size 10"x2" (Medium) for earthing connection with hard drawn bare copper conductor 8 SWG and earth pit size 12"x12"x8" containing mixture of salt and charcoal. Earth resistance ≤1 ohm, as per PR standards. According to CSR Item No. 8.5.1	Each	3	5000	15,000.00
TOTAL RS.					482,902.00

(B) NON SCHEDULE ITEMS

SN	Description	Unit	Qty
1	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 100-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 200A~220-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent. Note: A copy of CEE's Specification # PR-H.R/D.G SET/2013 is attached.	Each	3
2	Supply, Installation, Testing & Commissioning of a Diesel Generator Set of a Three Phase, 50-Hz 45-kVA Prime Rating, 440/400 Volts, Water Cooled as Per CEE's Specification # PR-H.R/D.G SET/2013. Cooling: Water cooled with heavy-duty radiator. Protections: As Per CEE's Specification # PR-H.R/D.G SET/2013. Canopy: With Canopy Battery: Heavy-duty, 170A~180-AH Foundation: The DG Set being supplied must have built-in foundation with shock absorbers (Rubber Pads). Brands: Cummins, Perkins or Equivalent. Note: A copy of CEE's Specification # PR-H.R/D.G SET/2013 is attached.	Each	1
3	Three Phase Four Pole 300-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	3
4	Three Phase Four Pole 100-A heavy duty manual Change Over Switch. Brand: FICO, Millat, or Equivalent.	Each	1
5	Three Phase Four Pole 300-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	3
6	Three Phase Four Pole 100-A Molded Case Circuit Breaker (MCCB). Brand: Schneider, Siemens, or Equivalent.	Each	1
7	Fuel Filter for 25kVA/45kVA/100kVA DG Set	Each	120
8	Fuel Separator for 25kVA/45kVA/100kVA DG Set	Each	120
9	Oil Filter for 25kVA/45kVA/100kVA DG Set	Each	120
10	AIR FILTER for 25kVA/45kVA DG Set	Each	100
11	AIR FILTER for 100-kVA DG Set	Each	30

Note: The quantities of items may be increased or decreased and any new item may be included during execution of work and contractor/work executing agency will be bound to execute/operate the item with the written permission of the employer as the case may be.

CONSTRUCTION EXPERIENCE

Form EXP - 4.1 General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.