

Tender for Supplying, Installation, Testing & Commissioning of Diesel Generator Set 150 KVA for U O I.T Block Sindh Madressatul Islam University (SMIU) City Campus Karachi





TENDER DOCUMENTS

- Conditions of Contract
- Technical Specifications
- Bill of Quantities



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ARCHITECTURE | ENGINEERING | PROJECT MANAGEMENT

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF GOODS & SERVICES

Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.T Block Sindh Madressatul Islam University (SMIU) City Campus, Karachi.

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received grant from government as indicated in the bid data in various currencies towards the cost of the project /schemes specified in the bid data and it is intended that part of the proceeds of this grant will be applied to eligible payments under the contract for which these bidding documents are issued.
- 12 The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be 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 to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 (amended 2019) and it's Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 the bidding documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of 6.1 Bidding Documents

A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

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 shall be written in the language specified in the Bid Data Sheet. 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 passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB

- Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
- **12. Bid Currencies** 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that 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; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents
 Establishing
 Goods'
 Eligibility and
 Conformity to
 Bidding
 Documents
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and

performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) Irrevocable cashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;

 \mathbf{or}

(ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.

Bids

23. Clarification of 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive 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.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
 - (a) incidental costs
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability Procuring agency of spare parts and aftersales services for the equipment offered in the bid;
 - (f) the projected operating and maintenance costs during the life of the equipment;
 - (g) the performance and productivity of the equipment offered; and/or
 - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
 - (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

(b) Delivery schedule.

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- (c) Deviation in payment schedule.
 - (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

 \mathbf{or}

(ii) The SCC stipulates the payment schedule offered by

the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) Cost of spare parts.

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- (g) Performance and productivity of the equipment.
 - (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- (h) Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative 25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating of	costs 0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring agency

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Postqualification

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 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 will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfactorily.

- 29. Procuring agency's Right to Vary Quantities at Time of Award
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring
 agency's Right
 to Accept any
 Bid and to
 Reject any or
 All Bids
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33 Performance Security

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.T Block Sindh Madressatul Islam University (SMIU). City Campus, Karachi.

Part One - Section II. General Conditions of Contract

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General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, 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 Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Procuring agency's country" is the country named in SCC.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of
 Contract
 Documents
 and
 Information;
 Inspection and
 Audit by the
 Government
- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency 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 procuring agency, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security 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.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security 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 specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

- the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 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 SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or startup of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
- **18. Change Orders** 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, 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 Procuring agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
 - 18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

Damages

all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22: or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance 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.

- 252 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

26. Termination for Insolvency

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

27. Termination for Convenience

- 27.1 The Procuring agency, by written 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 Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the

Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1 The Procuring agency 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.
- If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF GOODS & SERVICES

Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.T Block Sindh Madressatul Islam University (SMIU) City Campus, Karachi.

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility

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	N VI. SAMPLE FORMS
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	Bid Form and Price Schedules
	Bid Security Form
	Contract Form
	Performance Security Form
	Bank Guarantee for Advance Payment
6	Manufacturer's Authorization Form

SINDH MADRESSATUL ISLAM UNIVERSITY

Date: 2nd November 2021

Aiwan-e-Tijarat Road, Karachi-74000.

Phones: +92-21-99217501-02-03 Ext: 216/224 Fax: +92-21-99211274

Email: <u>info@smiu.edu.pk</u>, URL <u>http://www.smiu.edu.pk/</u>

NO. SMIU/TEND/2021-2022/02

NOTICE INVITING TENDER

Sealed bids on item rate basis are invited on prescribed bidding documents from experienced specialist vendors/firms interested to participate for the work mentioned below. The interested firms shall submit their tender based on single stage – one envelope procedure as per Rules No 46 (1) of SPPRA-Rules 2010 (Amended-2019): -

No	Name of Work	Bid Security	Tender Fee	Time for Completion
1.	Supplying, Installation, Testing & Commissioning of Diesel Generators Set (150 KVA) for Model School & I.T Block Sindh Madressatul Islam University (SMIU) City Campus, Karachi	2% of Bid Price	Rs. 5,000/-	03 Months

Terms & Conditions:

- 1- Interested firms or joint ventures can obtain Tender Documents from the office of Director (Works & Services), Sindh Madressatul Islam University, Karachi by furnishing a written request duly appended with a Pay Order / Demand Draft as Tender Fee (non-refundable) amounting to Rs. 5,000/- in favour of Sindh Madressatul Islam University on any working day during office hours from Tuesday 09th November, 2021 to Wednesday 24th November, 2021 and can be download from SPPRA website: https://ppms.pprasindh.gov.pk/ and SMI- University website: www.smiu.edu.pk
- 2- Sealed Tenders will be received back on Thursday 25th November, 2021 by 02:00 PM and will be opened by the Procurement Committee in the presence of the bidders or their authorized representatives who wish to be present, on same day at 02:30 PM in the Conference Room No. 02, first floor Main Building, Sindh Madressatul Islam University, Aiwan-e- Tijarat Road Behind HBL Plaza, Karachi.

3- Eligibility Criteria:

- a. Valid registration with Pakistan Engineering Council (PEC) category C-6 or above & in the relevant field of specialization of work in EE05.
- b. Similar nature projects successfully completed with cumulative cost not less than Rs. 20 million with work orders and completion certificate issued by respective Clients duly appended with bid proposal.
- c. Registration with income tax department (NTN certificates) with active status in Federal Board of Revenue duly appended with bid proposal.
- d. Registration certificate of GST and SRB duly appended with bid proposal.
- e. Bio Data of Engineering and Technical Staff working with the firm along with attested CVs.

- f. Documentary evidence of work executed / works in progress and certificate of satisfactory completion of works by the employers during at least last three years. List of works should indicate cost of each work and copy of letter of award of work.
- g. List of machinery, equipment, tools & tackles on permanent inventory of bidder and available.
- h. An affidavit certificate that the bidder firm has never been black listed by Government/ Semi Government / Autonomous / Private Bodies and that the firm has not been involved in any litigation and arbitration with Government/ Semi Government / Autonomous / Private Bodies.
- i. In case of partners / partnership deed, giving full particulars of Directors/Proprietors or other connected in the partnership along with the Power of Attorney. In case of being sole proprietorship, such undertaking shall have furnished on affidavit.
- j. In case of joint ventures, conditions to be fulfilled by any firm.
- k. Affidavit shall be submitted stating that all documents/ particulars/ information/data furnished with the bid proposal are true and correct.
- 1. The interested bidders must have turnover of at least Rs 25 million for last three years.
- **4-** Bid Validity Period: **90 days**
- 5- Earnest Money at the rate of 2% of bid price should be submitted along with Bid Proposal in shape of Call Deposit/Pay order/Demand Draft/Bank Guarantee issued by any scheduled bank of Pakistan in favour of Sindh Madressatul Islam University Karachi.
- **6-** Conditional bid proposals and/or bid proposals **without earnest money** shall not be considered.
- 7- Bids must be offered on the prescribed bidding documents issued by Sindh Madressatul Islam University or downloaded from SPPRA/SMIU website.
- 8- If interested firms/bidders download the tender documents from SPPRA or SMIU website, they will have to submit tender fee in the form of a Pay Order / Demand Draft (non-refundable) amounting to Rs. 5,000/- in favour of Sindh Madressatul Islam University along with the bid proposal. If the tender fee is not submitted with bid proposal, it will not be considered by the SMIU Procurement Committee.
- **9-** Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of SPPRA Rules-2010 amended (2019).
- 10- In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday, the tender shall be submitted/opened on the next working day at the same time and venue.

Director (Works & Services)

Bid Data Sheet

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

	Introduction
ITB 1.1	Name of Procuring Agency: Sindh Madressatul Islam University, Karachi
ITB 1.1	Sindh Government Grant.
ITB 1.1	Name of Project: Development of SMIU Model School and University Academic Block at SMIU City Campus, Karachi
ITB 1.1	Name of Contract: Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.T Block Sindh Madressatul Islam University (SMIU). City Campus, Karachi.
ITB 4.1	Name of Procuring agency. Sindh Madressatul Islam University, Karachi.
ITB 6.1	Procuring Agency's address, telephone, telex, and facsimile numbers: Aiwan-e-Tijarat Road, Behind HBL Plaza, Karachi-74000, Pakistan. Phone 021-99217501-3, Fax. 021-99211274
ITB 8.1	Language of the bid. English

	Bid Price and Currency
ITB 11.2	The Bid Proposal must be quoted in Pak Rupees as per the given BOQ including cost of material, labor, insurances, incidentals, applicable duties & taxes, contractor's overheads & profits etc.
ITB 11.5	The price shall be fixed

	Preparation and Submissi	on of Bids
ITB 13.3 (d)	Qualification requirements:	As per details in the NIT.
ITB 15.1	1	all Deposit /Pay Order/Demand by any scheduled bank of Pakistan in am
ITB 16.1	Bid validity period: 90 days from	m the date of opening of bid.
ITB 17.1	Number of copies: One Origina	l + 1 copy
ITB 18.2 (a)		erence Room No. 02, first floor Main m University, Aiwan-e- Tijarat Road
ITB 18.2 (b)	IFB title and number. SMIU/TE	ND/2021-2022/02
ITB 19.1	Deadline for bid submission. As	per details in the NIT.
ITB 22.1	Time, date, and place for bid ope	ning. As per details in the NIT.

	Bid Evaluation
ITB 25.3	Criteria for bid evaluation. 1. Lowest Bid Amount. 2. Prompt delivery Schedule forming part of Bid. 3. Comprehensive assurance from principals for availability of Spare Parts & after Sales Services through their local counterparts. 4. No deviation from prescribed payment schedule.

ITB 25.4 (c) (ii)	Deviation in payment schedule. Not Applicable
ITB 25.4 (d)	Cost of spare parts.
	As per BOQ & Specification
ITB 25.4 (g)	Performance and productivity of equipment.
	The offered equipment should match with the given specification or an improved performance Data.
ITB 25.4 (h)	
	Evaluation and selection shall be based on the Specifications,
	warranties and performance details of the equipment offered.
	Contract Award
ITB 29.1	Percentage for quantity increase or decrease.

Table of Clauses

1. DEFINITIONS (GCC CLAUSE 1)
2. COUNTRY OF ORIGIN (GCC CLAUSE 3)
3. PERFORMANCE SECURITY (GCC CLAUSE 7)
4. INSPECTIONS AND TESTS (GCC CLAUSE 8)
5. PACKING (GCC CLAUSE 9)
6. DELIVERY AND DOCUMENTS (GCC CLAUSE 10)
7. INSURANCE (GCC CLAUSE 11)
8. INCIDENTAL SERVICES (GCC CLAUSE 13)
9. Spare Parts (GCC Clause 14)
10. Warranty (GCC Clause 15)
11. PAYMENT (GCC CLAUSE 16)
12. PRICES (GCC CLAUSE 17)
13. LIQUIDATED DAMAGES (GCC CLAUSE 23)
14. RESOLUTION OF DISPUTES (GCC CLAUSE 28)
15. GOVERNING LANGUAGE (GCC CLAUSE 29)
16. NOTICES (GCC CLAUSE 31)
20, 1, 011020 (0 0 0 021002 0 1)

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 General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: **Sindh Madressatul Islam University (SMIU)**, **Karachi.**

GCC 1.1 (h)—The Procuring agency's country is: Pakistan.

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: Sindh Madressatul Islam University City Campus, I.T Block, Aiwan-e-Tijarat Road, Behind HBL Plaza, Karachi-74000,

2. Country of Origin (GCC Clause 3)

Refer details given in Technical Specification Part-1 (1.3) of the bidding documents.

3. Performance Security (GCC Clause 7)

GCC 7.1—The bidder must submit within seven (07) days from the date of notification for award of contract, performance security @10% of the Contract Price in the form of Call Deposit/Pay order/Demand Draft/bank guarantee from any scheduled bank in Pakistan which shall be held and returned after maintenance / warranty period / defect liability period of one year.

On receipt of 10% Performance Security, 2% Bid Security will be refunded.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—The prescribed equipment will be checked, tested and a Quality Control Certificate will have to issue by the Principal Company stating that complete equipment meets the specifications and the equipment has complied and passed all prescribed tests.

5. Packing (GCC Clause 9)

Same as per GCC 9

6. Delivery and Documents (GCC Clause 10)

GCC 10.3—Upon shipment, the Supplier shall immediately notify the Procuring Agency, full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following

documents to the Procuring Agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty and QA & QC Certificates;
- (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The insurance of complete equipment during shipment, transportation to site, installation and warranty period shall be the responsibility of the vendor/firm awarded this contract.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are mentioned in GCC clause 13 and the cost of Incidental services are included in the Contract Price.

9. Warranty (GCC Clause 15)

GCC 15.2— The Vendor/Supplier shall provide a comprehensive warranty of the complete equipment including allied materials and its performance for one (01) year from the date of commissioning of the Generator Set 150 KVA and its handing over. Vendor/Supplier will have all performance tests conducted at their own cost and expense to ensure that Generator Set 150 KVA performance satisfactorily during one-year post commissioning.

10. Payment (GCC Clause 16)

Payment for Goods supplied:

- 1- Payment shall be made in Pak. Rupees promptly by the Procuring Agency within 14 days after the verification of the Contractor's invoice by the Engineer (Consultant).
- 2- GCC 16.1 The method and conditions of payment to be made to the Vendor/Supplier under this Contract shall be as follows:
- (i) 25% percent of the Goods Price shall be paid on confirmation of order.
- (ii) 30% percent payment of the Goods Price shall be made on arrival of material, inspection and its confirmation at Karachi Port.
- (iii) 20% percent of the Good Price and Allied Materials on arrival and start of work at SMIU City Campus site.
- (iv) 25% percent of the Good Price shall be paid on successful installation, testing, commissioning and handing over.

11. Prices (GCC Clause 17)

GCC 17.1— Prices charged by the Vendor/Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted in the approved bid.

12. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

If the Vendor/Supplier fail to complete the work within the stipulated time, liquidated damages at the rate of 0.44% per day of the value of contract shall be recovered from Supplier subject to the maximum of 10% (ten percent) of the agreed bid/contract price.

13. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Engineer and the Vendor/Supplier, the dispute shall be referred to the Vice Chancellor **Sindh Madressatul Islam University (SMIU) for** adjudication or arbitration and the decision of the Vice Chancellor shall be binding for the Vendor/Supplier.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

15. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991 The Bonded Labour System (Abolition) Act of 1992 The Factories Act 1934

16. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

Directorate of Works and Services SMIU, Aiwan-e- Tijarat Road Behind HBL Plaza, Karachi.

Supplier's address for notice purposes:

17. Co-Operation With Other Contractors

During the execution of the work, The Contractor shall fully co-operate with existing contractors working for the Procuring Agency at and in vicinity of site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

<u>Time Limit / Completion Period is same as mentioned in NIT i.e. 03 Months</u>

Technical Specifications is enclosed as Volume-II to this document	

Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.T Block Sindh Madressatul Islam University (SMIU). City Campus, Karachi.

Sample Forms

1.	BID FORM AND PRICE SCHEDULES
	BID SECURITY FORM.
	CONTRACT FORM
	PERFORMANCE SECURITY FORM
	BANK GUARANTEE FOR ADVANCE PAYMENT
	MANUFACTURER'S AUTHORIZATION FORM

1. Bid Form and Price Schedules

	D IFB	Pate: N°:
To: [name and address of Procuring	g Agency]	
Gentlemen and/or Ladies:		
receipt of which is hereby duly [description of goods and services] [total bid amount in words and figure	acknowledged, we, the undersi in conformity with the said bid	Idenda Nos. [insert numbers], the gned, offer to supply and deliver dding documents for the sum of e ascertained in accordance with s Bid.
We undertake, if our Bid schedule specified in the Schedule	<u> </u>	s in accordance with the delivery
-	e will obtain the guarantee of a ce for the due performance of the gency.	-
opening under Clause 22 of the	-	lays from the date fixed for Bid it shall remain binding upon us period.
		Bid, together with your written itute a binding Contract between
	es, if any, paid or to be paid by e are awarded the contract, are l	us to agents relating to this Bid, isted below:
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

We understand that you are not bound to accept the lowest or any bid you may receive.

EA Consulting (Pvt.) Ltd.

Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.7
Block Sindh Madressatul Islam University (SMIU). City Campus, Karachi.

Dated this	day of		
[signature]		[in the capacity of]	
Duly authorized to sig	n Bid for and on be	half of	

Tender For Supplying, Installation, Testing & Commissioning of Diesel Generators Set 150 KVA for I.T Block Sindh Madressatul Islam University (SMIU). City Campus, Karachi.
Price Schedule in Pak. Rupees is enclosed as Volume-III to this
Document.

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _______2020.

THE CONDITIONS of this obligation are:

- 1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]	

3. Contract Form

THIS A	GREEMENT	made the	day of	2021	between	1 [name of
_	and [name of Supp		cy] (hereinafter call untry of Supplier] (he			• /
brief descr	ription of goods a ods and services	nd services] and ha	I bids for certain gas accepted a bid lontract price in words	by the Supplie	er for the	supply of
NOW TH	IIS AGREEME	ENT WITNESSE	ΓΗ AS FOLLOWS	S:		
	_	-	essions shall have itions of Contract		nings as a	ıre
of this Ag (a) th (b) th (c) th (d) th (e) th (f) th 3. In as hereina the goods	greement, viz.: the Bid Form and the Schedule of Face Technical Special Conditions the Special Conditions the Procuring age the Consideration the Consideration the Consideration	I the Price Schedu Requirements; ecifications; ditions of Contractions of Contractions of Contractions; ency's Notification of the payments of the payments of the payments of the Supplier hereand to remedy defined.	; and	ne Bidder; Procuring age th the Procurin	ency to th g agency	ne Supplier to provide
4. The provision such other	he Procuring ag	gency hereby cov nd services and th ecome payable ur	venants to pay the e remedying of def nder the provisions	fects therein, the	he Contra	act Price or
		•	to have caused the	•		xecuted in
Signed, so agency)	ealed, delivered	l by	the	(for the	Procuring
Signed, se	ealed, delivered	l by	the	(for the Su	applier)

4. Performance Security Form

To: [name of Procuring agency]
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 2021 to supply [description of goods and services] (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guar- antee] 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 day of2021.
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

5. Bank Guarantee for Advance Payment

To: [name of Procuring agency]
[name of Contract]
Gentlemen and/or Ladies:
In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier) 'hall deposit with the Procuring agency a bank guarantee to guarantee its proper and a "hall deposit with the said Clause of the Contract in an amount of [amo at of coal many in the land words].
We, the [bank or financial institution], as instructed by the upplier, agree unconditionally and irrevocably to guarantee as primary changes are not as surety merely, the payment to the Procuring agency on its first demand without its first claim to the upplier, and unt not exceeding [amount of guarantee in figures and words].
We further agree that the hange or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].
Yours truly,
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: [name of the Procuring agency]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

(INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS

Contract No.	Dated:		
Contract Value:			
Contract Title:			
contract, right, interest, privilege or other obligation	nat it has not obtained or induced the procurement of any n or benefit from Government of Sindh (GoS) or any other entity owned or controlled by GoS through any		
to give and shall not give or agree to give to anyone through any natural or juridical person, including its promoter, shareholder, sponsor or subsidiary, any co whether described as consultation fee or otherwise, w	represents and warrants ees etc. paid or payable to anyone and not given or agreed e within or outside Pakistan either directly or indirectly saffiliate, agent, associate, broker, consultant, director, emmission, gratification, bribe, finder's fee or kickback, with the object of obtaining or inducing the procurement ion or benefit in whatsoever form from GoS, except that		
	ade and will make full disclosure of all agreements and to the transaction with GoS and has not taken any action eclaration, representation or warranty.		
not making full disclosure, misrepresenting facts or declaration, representation and warranty. It agrees that	rility and strict liability for making any false declaration, taking any action likely to defeat the purpose of this tany contract, right, interest, privilege or other obligation hout prejudice to any other rights and remedies available be voidable at the option of GoS.		
to indemnify GoS for any loss or damage incurred by pay compensation to GoS in an amount equivalent to finder's fee or kickback given by M/s	GoS in this regard, M/s agrees it on account of its corrupt business practices and further ten time the sum of any commission, gratification, bribe, as aforesaid for the purpose of obtaining t, interest, privilege or other obligation or benefit in		
Name of Client:	Name of Contractor/Supplier:		
Signature:[Seal]	Signature: [Seal]		
Designation:	Designation:		



SECTION E - 10

STANDBY DIESEL GENERATOR SET

SCOPE OF WORK

To continue feeding electrical energy to specified main distribution board during main failure hours, an emergency diesel generating set shall be provided and installed in Generator Room as shown on the drawing. The installation shall be complete with all necessary auxiliary equipments, control and protective gears, oil tank and related piping, exhaust piping, ducting and control cabling to provide a complete operational system of emergency power supply.

2. RATING

The prime power diesel engine driven generating set shall have the following rating and electrical characteristics:

Generating Capacity (Prime Power Rating) As indicated in the BOQ

b. Voltage $400 \text{ Volts}, \pm 5\%$ c. System 3 Phase 4 wire d. Frequency $50 \text{ Hz}, \pm 2\%$ e. Number of revolutions 1500 RPM

3. CLIMATE CONDITIONS

The diesel generating set shall be designed to withstand the climatic conditions prevailing in Turbat throughout the year and as such maximum and minimum ambient temperatures, maximum humidity and altitude shall be considered as stated in Section-1. The tender shall quote in his offer the above climatic parameters he has considered for the design of his equipment.

4. SPECIAL REQUIREMENTS

The generating set shall be designed in such a way that the capacity shall be sufficient to give 10% overload for one hour in any period of twelve hours operation.

5. OPERATION DESCRIPTION

The A.C. diesel engine driven electric generating set shall be arranged for electric starting mains within limits, the set shall stay in stand-by position.

It shall automatically start and supply power to the load within approximately 0 to 5 Second of the complete cessation of mains supply failure on one or more phases, or when the voltage is reduced by 20% of nominal, and automatically shut down the plant and re-transfer the load back to the mains supply to stabilize before retransfer of the load takes place, and shall be adjustable over the 1-10 minute range.

6. ALTERNATOR SPECIFICATIONS

- The alternator shall be continuously rated and be of steel construction.
 It shall be A.C. Brushless type. The bearings shall be grease lubricated or roller bearings.
- b. The rotor shall consist of dynamically balanced salient pole revolving field. The poles shall be equipped with damper windings. The field coils shall be to withstand high centrifugal stresses without developing any damage. Rotor insulation shall conform to Class-H.
- c. The stator core shall be made from high grade laminated silicon steel and carefully tightened to prevent occurrence of magnetic vibrations. The stator windings shall be provided insulation conforming to Class-F. All windings shall be fully impregnated for tropical climates with high quality oil resistant varnish.
- d. The A.C. exciter shall have permanent magnets in its field ensuring positive voltage build-up. The rectification shall be affected by a suitably rated silicon diode assembly over-hung to the shaft. The rotating rectifier assembly shall be built to withstand vibration and centrifugal forces.
- e. The inherent characteristics of the alternator shall be such to maintain the output voltage under all conditions of load, power factor and temperature, within the limits of $\pm 5\%$ of nominal.
- f. The alternator shall have self contained excitation system with transistorized automatic voltage regulator. The automatic voltage regulator and control gear shall be mounted in a component box on the side of the machine using antivibration mounting. Electrical connections to the voltage regulator shall be taken through a multiway plug and socket.
- g. The alternator shall be screen protected and drip proof. It shall have efficient cooling system using centrifugal fans. It shall be provided with a large terminal box for outgoing cable connections.
- h. The alternator shall be able to suppress radio or television interference in accordance with BS 800. Line voltage waveform shall contain not more than approximately 2% total harmonic contents.
- i. The temperature rise and performance shall comply with BSS 2613/1957.

7. ALTERNATOR PROTECTION

Alternator protection shall be incorporated to shut down automatically the set with a visual cum-audio alarm of the following conditions:

- a. Over / Short circuit current
- b. Over and under voltage.
- c. Over and under frequency
- d. Reverse power
- e. Rotor ground fault protection

8. DIESEL ENGINE SPECIFICATIONS

- a. The engine shall be 6 cylinder, 4 stroke, direct injection, continuously rating as in the BOQ, water cooled industrial diesel engine.
- b. The engine shall withstand a 10% overload for a period of 1 hour (in 12 hours) in accordance with BS 5514).
- c. An engine driven pump shall circulate the lubricating oil under pressure and full flow filters with replace-able elements shall be fitted.
- d. An inline fuel injection pump and a diaphragm type lift pump with full filters with replaceable element and a fuel solenoid shall be provided.
- e. Governing shall conform to Class-A limits of BS 649/1958 and an electronic Governor shall be provided.

9. ENGINE PROTECTION EQUIPMENTS

Engine protection equipment shall be incorporated to shut down automatically the set with a visual cum-audio alarm of the following conditions:

- a. Low lubricating oil pressure (Below a safe working value).
- b. High cooling water temperature
- c. Engine Over speed.
- d. With fuel oil level down engine protection system shall develop visual cum-audio alarm.

10. GENSET CONTROL PANEL

The control panel shall be electronic solid state type. Automatic start Engine management and instrumentation system module in cubical is installed on individual bracket with anti-vibration isolator, with instruments and graphical icon in LCD display as follows.

- a. Generator running indicator.
- b. Voltage adjuster.
- c. Emergency stop button
- d. Selector Switch with key (STOP / RESET, AUTO, MANUAL).
- e. Manual start button.
- f. Common alarm indicator
- g. Scroll button for the display on LCD.
- h. Value display on LCD.
 - ✓ Frequency / RPM.
 - ✓ AC voltage Line-Neutral.
 - ✓ AC voltage Line-Line.
 - ✓ AC line current.
 - ✓ Oil pressure.
 - ✓ Coolant temperature.
 - ✓ Engine hours run.
 - ✓ DC battery voltage.
- i. Alaram indication with graphical symbol on LCD.
- j. Status indicator.

k. Remote communication via RS 232 or RS 485 "modbus" output

11. MECHANICAL COUPLING

- a. The Diesel Engine and A.C. brushless Generator shall be coupled with each other by means of flexible coupling complete with all necessary control equipment mounted on a substantially fabricated type steel base.
- b. The generator end shield and the engine flywheel housing faces shall be fully machined with spigots concentric to their shafts. A fabricated steel coupling ring with both faces machined shall be flange mounted to the flywheel housing and generator end shield by steel bolts.
- c. A flexible coupling shall be fitted between the engine and generator to provide the drive and shall be suitable to absorb the transmissions of shock loads.
- d. The distortional flexibility shall be designed to match the distortional characteristics of the system to prevent resonant conditions.

12. MOUNTING DESCRIPTION

The combined engine-generator unit shall be bolted to a separate sub-frame which shall be attached to the main frame through 'Resilient Mountings including vibration isolator so providing complete protection from the engine vibration to the control gear, and other set mounted components.

13. COOLING SYSTEM

- a. The diesel engine shall be water cooled. The cooling water shall be circulated by a centrifugal pump through a tropical duty radiator, cooled by a reverse flow fan.
- b. A fan cowl and hand protection guard shall be fitted.
- c. A thermostat shall be pass the coolant, until a pre-determined operating temperature is reached.
- d. An immersion heater shall be incorporated in the cooling system.
- e. In order to provide sufficient air flow along the radiator a canvas / G.I air duct shall be made from the radiator to the outside wall with out any extra cost of the owner.
- f. The Contractor shall provide all material and labour that is necessary to achieve purpose.

14. STARTING SYSTEM

- a. The starting system shall consist of a heavy duty starter motor and starter switch, a set of 24 volt heavy duty lead acid starting batteries of adequate capacity, all arranged for automatic electric starting.
- b. The starter motor shall automatically disengage when the engine shall fire. There shall be three automatic starting attempts before the starting

batteries are, should the engine fail to start due to shortage of fuel, etc.

- c. Battery charging shall be provided from a suitable single-phase full wave rectification static charger. Charger shall be complete with all necessary relays, cutouts, controls, switches and instruments for automatic charging of batteries.
- d. The batteries shall be housed in a cradle on the main base frame.

15. GENSET GROUNDING

The genset frame shall be grounded at two points by two independent earth protected conductor and it is necessary to bond to a grounding electrode. The genset neutral earthing shall be done with PVC insulated cables and connect to grounding electrode.

Earthing resistance shall be less than one ohm.

16. EXHAUST

A large and efficient critical acoustic type silencer with a suitable length of flanged flexible exhaust pipe shall be installed. The pipe shall be of suitable dimensions to fit direct in the exhaust manifold to allow for the free movement of the engine alternator and to give some isolation from vibration to the surrounding fabric. The exhaust pipe shall be thermal insulated and brought outside the building to a suitable height and have a rain cap at the other end.

17. FINISH

- a. All sheet steel used shall be zinc coated.
- b. The set shall be painted with good quality primer and finished with a high gloss paint.

18. ACCESSORIES

The AC diesel engine driven electric generating set shall be supplied with the following accessories and manuals.

- ✓ One Kit of engine tools.
- ✓ One Set of holding down bolts.
- ✓ Three sets of installation drawings.
- ✓ Three sets of circuit diagram.
- ✓ Three sets of engine maintenance book.
- ✓ Three sets of spare parts manual.
- ✓ Three sets of generating set instruction manual.

19. FUEL STORAGE TANK

- a. A fuel storage tank with a capacity of as specified in the BOQ shall be provided inside the building. The tank shall be complete with fill pipe with connection and vent pipe with cap.
- b. The tank shall be provided with fuel level gauge.
- c. 25 mm diameter schedule 40 pipe with socket, elbow and valve etc.

for fuel filling from inside the building to fuel storage tank and fuel storage tank to genset skid base tank.

- d. The fuel storage tank shall be sheet steel of 10 Gauge.
- e. Filling pipe with valve and flange shall be provided.

The overflow pipe going back from fuel tank to the Genset Skid tank shall be of 50mm diameter.

20. AUTOMATIC SYNCHRONIZING PANEL

The contractor shall provide an automatic synchronizing and load sharing system for the generators. The system shall operate fully automatically, starting, synchronizing, accepting load and load sharing within 10-15 seconds.

The synchronization panel shall be installed in the LV room and consist of but not limited to the following:

Free standing or wall mounted panel having front access and having

- 1- Bus Bar Circuit
- 2- Circuit Breakers
- 3- Instrumentation and Controls
- 4- Automatic Start / Manual Function Switch
- 5- Supervisory Control
- 6- System Status Indicators
- 7- Alarm Indicators
- 8- Start-stop and automatic mains monitoring system
- 9- Automatic Synchronization system
- 10-Load Sharing module
- 11- Provision for connection of a load bank (100% load)

The synchronization Panel shall incorporate the following accessories and shall include but not be limited to the following:

- 1- Energy Analyzer
- 2- Synch module
- 3- Emergency off push button
- 4- Manual speed adjusting, reset switches for alarm mounting, etc.
- 5- Fully automatic trickle battery charger with battery voltmeter
- 6- Indicating lamps for 'Mains Available', 'Mains on Load', 'Standby Available', 'Standby on Load', 'Alarm', 'Main Fail', etc

Audio and Visual (flasher) Alarm System

21. GENERATOR TESTS

A manufacturer's standard test report/certificate shall be submitted, which shall include the following as a minimum:

- a. Load test temperature rise
 - √ 25 % load ½ hour
 - ✓ 50 % load ½ hour
 - √ 100 % load 1hour
 - √ 110 % load 1hour

- b. Operation of automatic starting, control sequence and all protection circuit/sensor.
- c. Prior to acceptance of installation, the equipment shall be subjected to an on-site test with full load for a minimum period of 8 hours, plus one hour at 110% load.

All operating fluids (including fuel, oil, lubricants, coolant etc.) and load banks for the testing shall be provided by the contractor, who shall commission the genset, making all initial adjustment and setting required and test all the control and protection function and circuit. Three copies of the witnessed test report shall be submitted to the Employer.

The contractor shall have the kWh meters sealed and the installation approved by the electrical inspector.

22. MAINTENANCE AND WARRANTY

The contractor, as a representative of the manufacture, shall warranty the set and system to be free from all defects for a period of one year or 1000 hours (whichever is less) from the date of commissioning. All defective parts shall be replaced by the contractor free of charge during warranty period. The contractor shall train the Employer's staff in the proper operation and maintenance of the set.

23. APPROVED MANUFACTURERS OF GENERATOR SET

- a. Caterpillar (USA)
- b. AKSA (Turkey)
- c. CPG (Cummins Power Generation) (UK)
- d. FG Wilson (UK)
- e. Mitsubishi (Japan)
- f. MTU (Germany)
- g. SDMO (France)

24. SPARES (FOR 50 KVA DIESEL GENERATOR)

The contractor shall submit, in the format given below, a detailed itemized price list of manufacturer' recommended spares for the generator, engine and control panel for 1000 hours in the environmental condition.

a. Required Spare Parts

Туре	Description	Qty	Rate	Amount
No.		Set	(Rs)	(Rs)
	Engine:			
	Fuel filter	4 sets		
	Oil filter	4 sets		
	Air filter	1 set		
	Water filter	4 sets		
	Fan belt	1 set		
	Water-pump belt	1 set		
	Alternator belt	1 set		

Rocker cover gasket	2 sets	
Gasket	2 sets	
Alternator & Panel:		
AVR	1 set	
Forward diodes	3 set	
Reverse diodes	3 set	
Fuses 2 amp	5 Nos	
Fuses 6/8 amp	5 Nos	
Fuses 10 amp	5 Nos	

Total = -----

b. Additional spare parts:

Туре	Description	Qty	Rate	Amount
No.		Set	(Rs)	(Rs)

Total = -----

25. SPARES (FOR 150 KVA DIESEL GENERATOR)

The contractor shall submit, in the format given below, a detailed itemized price list of manufacturer' recommended spares for the generator, engine and control panel for 1000 hours in the environmental condition.

a. Required Spare Parts

Туре	Description	Qty	Rate	Amount
No.		Set	(Rs)	(Rs)
	Engine:			
	Fuel filter	4 sets		
	Oil filter	4 sets		
	Air filter	1 set		
	Water filter	4 sets		
	Fan belt	1 set		
	Water-pump belt	1 set		
	Alternator belt	1 set		
	Rocker cover gasket	2 sets		
	Gasket	2 sets		
	Alternator & Panel:			
	AVR	1 set		
	Forward diodes	3 set		
	Reverse diodes	3 set		
	Fuses 2 amp	5 Nos		
	Fuses 6/8 amp	5 Nos		
	Fuses 10 amp	5 Nos		

Total = -----

b. Additional spare parts:

Туре	Description	Qty	Rate	Amount
No.		Set	(Rs)	(Rs)

Total = -----

LIST OF APPROVED MANUFACTURER

* All Equipment shall be procured from Principal Authorized agents / distributors / resellers.

The Bidder shall fill name of only one manufacturer for each equipment/material on which the tender is based. He shall be bound to supply the equipment from the same manufacturer. In case, the Bidder gives names of more than one manufacturer against any equipment, the Engineer / Owner can ask the Bidder supply the equipment from any one of them.

At the evaluation stage if it is noted that any material offered by the bidder does not meet the specification requirements, the Engineer / Owner reserves the right to ask the bidder to replace his choice of equipment supplier meeting the required quality and specification requirement.

During the execution stage if the material from any supplier is found defective / substandard the Engineer / Owner reserves the right to ask the successful bidder to replace his choice of manufacturer / supplier for that particular equipment.

Any change in manufacturer / supplier shall only be entertained if there is sufficient reason that adhering to the original choice of manufacturer / supplier shall be detrimental to either the project quality or project timeline. Proper approval shall have to be sought for change in the choiced manufacturer / supplier at least 1 month before the equipment is to be procured.

Samples of all equipments shall have to be got approved prior to their procurement. Any deviation from the BoQ / Specification shall be listed in a separate sheet to be labeled as Annexure-1 containing the details of the deviation including the deviating BoQ item number.

S. No.	Manufacturer / Supplier	Country Of Origin				
LOW VOLTAGE (LV) PRODUCTS						
LV Switchboa	ards / Distribution Boards / PFI Panels					
a.	Pak Electron Limited (PEL)	Pakistan				
b.	Siemens	Pakistan				
C.	Schneider Electric	Pakistan				
d.	ABB	Pakistan/Germany				
e.	Libra Engineering	Pakistan				
f.	Taj Engineering Co.	Pakistan				
g.	Green T & D	Pakistan				
Circuit Break	ers					
a.	Schneider Electric	France				
b.	Terasaki	Japan				
C.	ABB	France, Germany				

d.	General Electric (GE)	USA, UK
	Siemens	
е.	Sierrieris	Germany
Lood Droo	Je Switzhoo Chango aver Switzhoo (Jeolatore	
Load Brea	k Switches, Changeover Switches & Isolators	
a.	Gewiss	Italy
b.	Legrand	Italy
C.	Breter	Italy
d.	Clipsal	Australia
e.	Lovato	Italy
Power Fac	ctor Improvement Capacitors & Controllers	
a.	Nokian	Finland
b.	Schneider	France
C.	ABB	Italy
d.	Siemens	Germany
0		
Contactor	'S	
а.	Telemechanique (Schneider Electric)	France
b.	Legrand	France
C.	ABB	Italy
d.	Siemens	Germany
e.	National	Japan
		·
Push Butto	ons, Switches, etc.	
a.	Schneider Electric	France / Italy
b.	Maruyasa	Japan
C.	Fuji Electric	Japan
d.	Togami	Italy
e.	Lovato	Italy
LV Cables	s & Wires	
	Pakistan Cables	Pakistan
a. b.	Pioneer Cables	Pakistan
	Newage Cables	Pakistan
C. d.	Fast Cables	Pakistan
	Allied Cables	Pakistan
e. f.	Universal Cables	Pakistan
1.	GIIVOISAI GADIOS	i anstan
Timer Swit	ch	
a.	Hager	France
b.	Panasonic	Japan

_	Fig. d	14 - 1
C.	Finder	Italy
d.	Legrand	Italy
0 11 01		
Cable Gla	nds, Lugs, Terminals and accessories	
a.	Cembre	UK
b.	Hubbell / Hawke	UK
C.	Hensel	Germany
C.	Heriser	Germany
PVC/UPVC	C Conduits and Accessories	
a.	Jeddah Polymer	Pakistan
b.	Dadex	Pakistan
C.	Galco	Pakistan
d.	Civic	Pakistan
e.	Beta	Pakistan
GI Condui	t	
	IIL	Pakistan
a. b.	Steelex	Pakistan
		Pakistan
C.	Jamal Pipes	Pansiaii
Back Boxe	es / Pull Boxes / Junction boxes / Floor Boxes	
a.	Hussain & Co.	Pakistan
b.	Hensel	Germany
C.	Clipsal (Schneider)	Australia
d.	Premier Engineering	Pakistan
e.	Davis	Malaysia
f.	Jeddah Polymer	Pakistan
	ocket Outlets	
a.	Clipsal (Schneider Electric)	Australia
b.	MK Electric	UK
C.	ABB	Italy
Fan & acc	essories	
а.	Pak Fan	Pakistan
b.	GFC Fan	Pakistan
C.	Millat Fan	Pakistan
Lighting Fix	xtures	
a.	Philips	Netherland
b.	Osram	Germany

	505	T .
C.	EAE	Turkey
d.	Pierlite	Australia
CCC Limbtoi	ng Protoction 9 Forthing Cystons	
ESE LIGHTI	ng Protection & Earthing System	
a.	Indelec	France
b.	LPI	Australia
C.	Erico	USA
d.	Furse	UK
	1 4100	S.K.
Cable Iray	y / Trunking	
oable haj	, r namming	
a.	AtoZee	Pakistan
b.	Premier Engineering	Pakistan
C.	Leiamara	Pakistan
d.	Hussain & Co.	Pakistan
Diesel Ger	nerator Set	
_	CDC (Currentine Deutser Comment ton)	1117
a.	CPG (Cummins Power Generation)	UK
b.	Caterpillar	USA
C.	F.G. Wilson	UK
d.	Mitsubishi	Japan
e.	MTU	Germany
f.	AKSA	Turkey
g.	SDMO	France
UPS		
UF3		
a.	APC (Schneider)	France/USA
b.	Liebert - Emerson	Italy
C.	Eaton	UK
d.	ABB	Italy
		3
C.T, P.T, Re	elays and Instruments	
a.	Revalco	Italy
b.	Schneider Electric	France
C.	Siemens	Germany
d.	ABB	Italy
e.	Pak Electron Limited (PEL)	Pakistan
EXTRA LOV	V VOLTAGE (ELV) PRODUCTS	
Data Com	munication System	
a.	3M	UK
b.	Clipsal (Schneider Electric)	Australia/France

	Tp. 1.9	LUZ
C.	Panduit	UK
T - I I	2-11	
Telephone	Cables	
a.	3M	UK
a. b.	Clipsal (Schneider Electric)	Australia/France
C.	Panduit	UK
С.	Tandut	OK
Communic	cation Racks & PDU	
a.	3M	USA
b.	Schneider	France
C.	Panduit	USA
С.	randuit	USA
Fire Alarm	System	
a.	Gent by Honeywell (EN)	UK
b.	Esser by Honeywell (EN)	UK
C.	Bosch (EN)	UK
d.	Hochiki (EN)	UK
u.	TIOOTIM (ETV)	OIK
Fire Resista	nnce Cables	
a.	Prysmian	UK
b.	Cavicel	Italy
Closed Cir	cuit TV System (CCTV)	
a.	Pelco (Schneider Electric)	USA
b.	Honeywell	USA / UK
C.	Bosch	USA / UK
Public Add	lress System	
	TOA	Janan/Singanara
a. b.	Bosch	Japan/Singapore UK
υ.	DUSCII	UK
Speaker C	ables	
a.	Prysmian	UK
b.	Cavicel	Italy
		,
Access Co	ontrol System / Biometric Attendance System	
a.	HID	USA
a. b.	Honeywell	USA
C.	Hirsch	UK

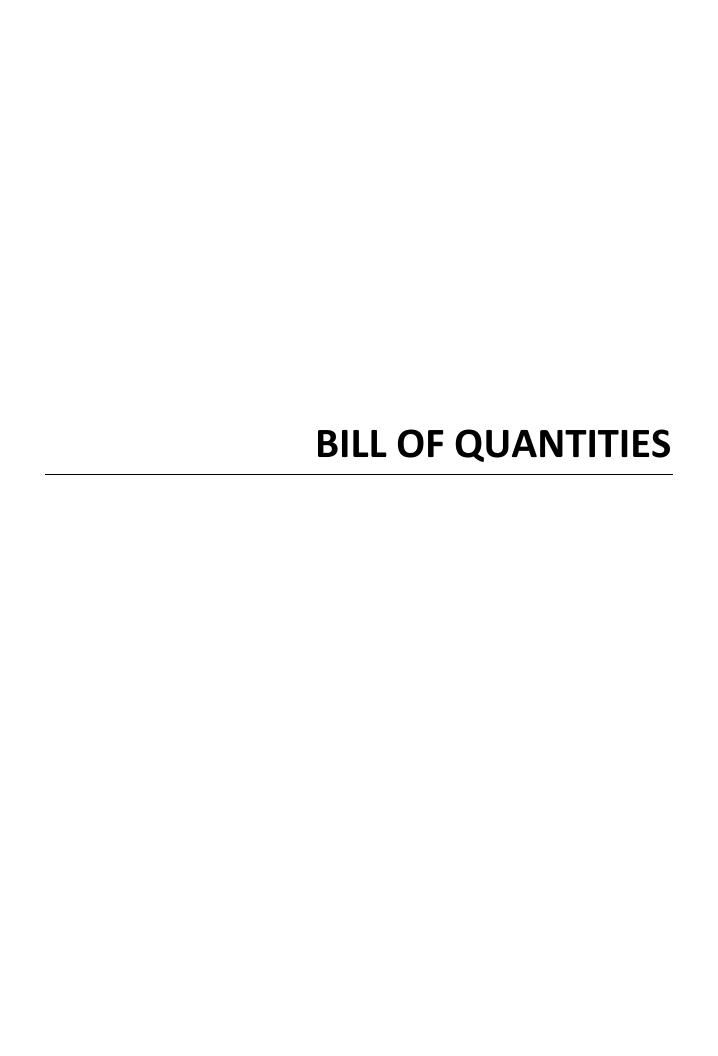
Exit & Emergency Light Fixtures						
a.	Teknoware	Finland				
b.	Menvier	UK				
C.	Cooper	UK				
Master Clo	Master Clock System/ School Bell System					
a.	Solari	Italy				
b.	NIS Time	Germany				
C.	Master Clock	USA				



DEVELOPMENT OF SMIU CITY CAMPUS, KARACHI

BILL OF QUANTITIES SUMMARY OF COST

S. NO.	DESCRIPTION	TOTAL AMOUNT IN PAK RUPEES
	NON-SCHEDULE ITEMS	
A	PRIME COST ITEMS (OWNER FURNISHED EQUIPMENT) DIESEL GENERATOR SET	
В	PROVISIONAL COST ITEMS (CONTRACTOR SCOPE ITEMS)	
1	LOW VOLTAGE CABLES AND WIRES	
	TOTAL AMOUNT (Rs.)	



DEVELOPMENT OF SMIU CITY CAMPUS, KARACHI

BILL OF QUANTITIES

S.NO.	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
1	2 NON-SCHEDULE ITEMS	3	4	5	6 = (3 x 5)
Α	PRIME COST ITEMS (OWNER FURNISHED EQUIPMENT)				
1	DIESEL GENERATOR SET				
	All items under this head to be carried out as per technical specifications and Electrical Inspector / Explosives Inspector approval, Drawings, relevant BSI / ASTM Standards, IEC regulation, complete in all respect and to the entire satisfaction of the Employer, and as mentioned in General Notes or noted otherwise, Including providing of shop and as built drawings. complete in all respects.				
a)	Supply, installation, testing and commissioning of 150 kVA (Prime Power Rated) 3 phase, 4 wire, 400V Diesel Generator set with Weather prrof acostic Canopy, Electronic Governor, AMF, an advanced LCD Display control panel (Programmable), control cables, Batteries, battery charger, battery cables, battery stand and circuit breaker and its accessories, as per specification. Including transportation up to site and safety store. Exhaust piping, critical silencer with elbow, base fuel tank (8 hrs.) etc., also inclusive of Power cable end termination, with the approval of engineer. Complete in all respect.		No.		
b)	Supply and Handing Over to Client Representative of Standard Spare Parts for 150 kVA Diesel Generator as recommended by the manufacturer for the operation of 1000 hours (List of Spares to be provided as per specification) and as per standard engine and alternator models provided by manufacturer.		Lot.		
c)	Prepare RCC base as foundation / pad for above Generator (as per recommendation of manufacturer, specification and directed by the engineer and consultant. Pad on standard and approved by Electrical Inspector / Explosives Inspector, complete in all respect.		Job.		
d)	Getting necessary Approval / NOC's for installation of 150 kVA Generator from concerned Authorities, inclusive of Official and unforeseen expenses etc., is the responsibility of contractor.		Job.		
	TOTAL CARRIED TO SUMMARY =====>>>>				

DEVELOPMENT OF SMIU CITY CAMPUS, KARACHI

BILL OF QUANTITIES

S.NO.	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
В	PROVISIONAL COST ITEMS (CONTRACTOR SCOPE ITEMS)				
1	LOW VOLTAGE CABLES AND WIRES				
a)	Supply, laying, termination, tagging, testing and commissioning of following size of multi core / single core, Cu/PVC or Cu/PVC/PVC, unarmored, 0.6 kV/1 kV, 450/750V voltage grade copper cable in already laid raceways or trench including all accessories lugs, cable gland etc. as per drawings and specification, complete in all respect. Note: Contractor is advised to confirm the running lengths before commencement of work.				
	4 Core - Cu/PVC/PVC Cable (600/1000V)				
i	4 Core - 50 Sq.mm Cu/PVC/PVC Cable (600/1000V)	30	Rm.		
	1 Core - Cu/PVC Cable (450/750V)				
ii	1 Core - 25 Sq.mm Cu/PVC Cable (450/750V)	30	Rm.		
	TOTAL CARRIED TO SUMMARY =====>>>>				