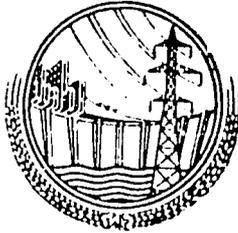


FD-ABK-444

PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY



U.S. AID Rural Electrification Project No. 391-0473

CONTRACT NO. 391-K-189/1

PACKAGE NO. 12 LOT NO.

DATED: **18-5-1986**

FOR

SUPPLY OF WELDED TYPE EARTH ROD (COMPLETE)

WITH

M/S PAKISTAN ENGINEERING COMPANY LIMITED LAHORE

BEST AVAILABLE COPY

CONTRACT AGREEMENT

- 1) Contract Agreement.
- 2) Tender Document.
- 3) Performance Bond.
- 4) Covering Letter of Contractor's Bid.
- 5) Schedule of Prices Accompanying Bid.
- 6) Schedule of Technical Data accompanying Bid.
- 7) Schedule of deliveries accompanying Bid.
- 8) Notice of Award.
- 9) Letter of Acceptance.
- 10) Correspondence between WAPDA and the Contractor.

- 1 -

CONTRACT AGREEMENT

THIS AGREEMENT, made this 18th day of MAY 1986 between PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY (hereinafter called the "Employer") of the one part and M/s. Pakistan Engineering Co. Ltd. 6-Ganga Ram Trust Building Shahrah-e-Quaid-e-Azam, Lahore.

(hereinafter called the "Contractor") of the other part.

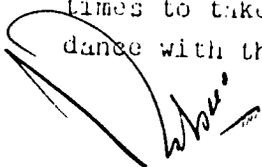
WHEREAS:

Orders, tenders have been received by the Employer for the supply of Welded Type Earth Rod (Complete)

and the Tender of the Contractor for the said Contract has been accepted by the Employer.

NOW THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-

- I. In consideration of the covenants and agreements to be kept and performed by the Contractor, and for the faithful performance of this Contract and the completion of the work embraced herein according to the Specifications and Conditions herein contained and referred to, the Employer shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement the Contract Price at the time and in the manner prescribed by the Conditions of Contract.
- II. Said work shall be started immediately upon the Contractor's receipt, from the Engineer/Employer, of a written order to proceed and the Contractor shall complete fully the work comprised in the Contract on or before the dates stated in the Tender. The maintenance of a rate of progress of supply which will result in its completion within the specified time is an essential feature of this Contract. The Contractor agrees to proceed with all due diligence and care, and at all times to take all precautions to ensure completion in accordance with the specified time.



III. The following documents shall be deemed to form and be read and construed as part of this Agreement.

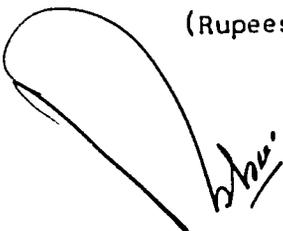
- a. Tender and appendices alongwith covering letter.
- b. Tenderer's Technical Data Sheets.
- c. Conditions of Contract and, Conditions of Particular Application, Sections III and IV respectively of Volume I of the Tender Documents.
- d. Technical Specifications and Drawings, Volume II of the Tender Documents.
- e. Addenda Nos. Nil to Nil (which have been incorporated in the Contract).
- f. Notice of Award.
- g. Bank Performance Guarantee.
- h. Delivery Schedule.

VI. PRICES AND QUANTITIES

The quantity of equipment and materials to be supplied under this Contract and the firm fixed Ex-Works Prices shall be as under:-

Package/ Lot No.	D e s c r i p t i o n	Qty Nos	Price (Rs)	Remarks
12/-	Welded Type Earth Rod (Complete).	6000	552,000.00	
Total:-			<u>552,000.00</u>	

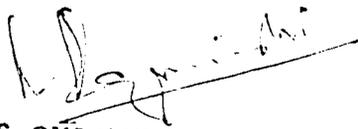
(Rupees Five hundred fifty two thousand only).




V. This Contract shall be executed in seven (7) counterparts, three (3) copies to be filed in the office of the Employer, two (2) with the Engineer, one (1) given to the Contractor and one (1) given to his Surety.

IN WITNESS WHEREOF, the parties herein have here unto affixed their corporate seals, attested by the hands of their proper officers, in that behalf, the day and year first above written.

ATTEST:



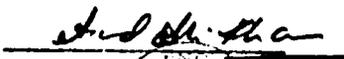
M.S. QURAIISHI
Chief Engineer
(Witness)
(REO) Wapda LDA Plaza LHR.

PAKISTAN WATER AND POWER
DEVELOPMENT AUTHORITY.



(RAJA SAEED AKHTAR)
General Manager (Distribution)
Power WAPDA, Lahore

ATTEST:



(Witness)



Contractor

M/S. PAKISTAN ENGINEERING CO.LTD.
LAHORE.

Mu
Pakistan Engg. Co. Ltd.
6-Ganga Ram Trust Building,
Shahrah-e-Quaid-e-Azam.
LAHORE.

SECTION I

INSTRUCTIONS TO

TENDERERS

SECTION I

INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

The Pakistan Water and Power Development Authority, hereinafter referred to as WAPDA or the Employer, invites eligible, experienced and qualified firms to submit Tenders for designing, manufacturing, furnishing and delivering the goods in accordance with the WAPDA Standard Specifications or other standards mentioned against each package/lot in APPENDIX-A on CIP basis and Ex-works, Pakistan basis in accordance with provisions hereof. The goods meeting the other authoritative standards, which ensure equal or higher quality than the standards mentioned will be acceptable.

These Instructions to Tenderers are intended to provide guidance in the preparation of Tenders and do not constitute part of the Tender or of the Contract documents. However, failure to comply with these instructions may render the Tender non-responsive. Unless otherwise stated, the periods named in these Instructions to Tenderers shall be consecutive calendar days, except that, if a due date falls on a local holiday, the due date will be the next working day.

2. SOURCE OF FUNDS

The Government of Pakistan has obtained incremental Loan and Grant Funds under Component 3 of the Rural Electrification Project No. 391-0473 from the Agency for International Development of the United States, hereinafter referred to as AID. Payment by AID will be made in accordance with the terms and conditions of the Loan and Grant Agreements and will be subject in all respects to the terms and conditions of these Agreements, except as AID may specifically otherwise agree.

No party other than the Government of Pakistan shall derive any rights from the Loan and Grant Agreements or have any claim to the Loan and Grant proceeds.

The Local Currency component, with the exception of identifiable taxes, tariffs, customs duties and similar levies, and foreign currency component will be financed by AID.

In order to qualify for such financing, any resultant Contract must meet the eligibility requirements of AID including the following:-

The Contractor and furnished equipment must meet the Source, Origin and Nationality requirements of AID. (See Section IV Clause 7).

The eligible source countries are United States (Code 700) and Pakistan.

Tenderers are advised that any resultant Contract award shall be contingent upon the Government of Pakistan meeting additional conditions precedents under the project agreement. Additionally, any Contract awarded will be incrementally funded. The Contract Conditions will contain a provision limiting Employer's liability to the approved funding limitations.

3. SUBMISSION OF TENDERS

The Tenderer shall quote for each Lot in a Package separately and/or each Package, as indicated in Section I, Clause 31. If the date of Tender opening is not the same for all offered Packages, independent Tender Documents must be submitted for each Opening Date, as applicable, so that the Tenders can be opened on the prescribed date. The method of submission of Tenders and evaluation thereof will be as indicated below:-

Tenders shall be marked as under:-

Tender No. 391-K-189/1

Package No. _____

Lot Nos. _____

4. MAILING, MARKING OF TENDER DOCUMENTS AND OPENING OF TENDERS

The original and six(6) completed copies of Tender must be delivered in person or sent by registered mail to the following address:-

Water and Power Development Authority,
Chief Engineer,
Rural Electrification Organization (REO)
Floor No.8, LDA PLAZA,
Khalifa Shujah-ud-Din Road (Egerton Road)
Lahore-5, Pakistan

Telex No. 44869 WAPDA PK.

All documents must be enclosed in sealed packages endorsed on the side as per Clause-3 hereof. One original copy of the completed Tender is to be clearly marked "ORIGINAL" and the other completed copies are to be marked "COPY". In case of any discrepancy the "ORIGINAL" shall govern. Tenders, complete with evidence of Tenderer's capability documents, must be delivered by 10:00 A.M. Pakistan Standard Time on the date they are due to be opened. Tenders will be opened at the address shown above at 11:00 A.M. Pakistan Standard Time on the dates mentioned below against each package:-

<u>Contract Package No.</u>	<u>Date of Opening of Tender</u>
Package Nos. 3,4,5	September 1, 1985
Package Nos. 6,10,11,12	September 2, 1985
Package Nos. 1,2,7,8,9	September 3, 1985

Only the Tenderer's name, Amount of Tender Bond, and the total Tender Price for Package/Lot, as applicable (see Clause 31, Section I), will be announced. No questions from Tenderer's representative will be answered at this time.

Tenderers should retain a copy of the tender, along with the Tender Documents, as their file copy.

5. CONTENTS OF TENDER DOCUMENTS

The Tender Documents consist of the following parts:-

Volume-I

I. Instructions to Tenderers.

APPENDIX-T - Listing of Approved Schedules Banks

II. Tender and Appendices.

Form of Tender

APPENDIX-A - Tender Packages

APPENDIX-B - Bill of Quantities and Schedule of Prices.

APPENDIX-C - Deleted, Not Applicable

APPENDIX-D - Form of Tender Bond.

APPENDIX-E - Special Stipulations.

APPENDIX-F - Delivery Schedule.

APPENDIX-G - Departures from or Qualifications to Technical Specifications.

APPENDIX-H - Source/Origin Certificate.

APPENDIX-I - Schedule of Technical Data.

APPENDIX-J - AID Geographic Codes.

APPENDIX-K - Supplier's Certificate and Agreement with AID for Project Commodities

APPENDIX-L - Public Voucher for Purchases and Services Other Than Personal

Form of Agreement.

Form of Bank Performance Guarantee.

III. Conditions of Contract, Section III.

IV. Conditions of Particular Application, Section IV.

Volume-II

Technical Specifications.

6. VALIDITY OF OFFER

The Tender or part thereof is to remain open for acceptance and be irrevocable for 150 days after the date set for opening of Tenders and Employer may at any time within the said 150 days of the date set for opening of Tender accept the Tender

7. SIGNATURE OF TENDERER

The Tender must be signed by a duly authorized person. A Tender submitted by a corporation must bear the seal of the corporation, be attested to by its Secretary, and be accompanied by necessary power of attorney documentation, which should be properly authenticated. Associated companies or joint ventures shall jointly designate in one power-of-attorney persons authorized to obligate all the companies of the association or joint venture. A Tender submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a Notary Public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and a single address for correspondence for the joint venture. Tenderers are advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound.

All names shall be typed or printed below the signature.

8. LATE TENDERS

The Tenderer will be himself responsible for ensuring that his Tender is received in accordance with the instructions stated herein. A late Tender will not be considered even if it becomes late as a result of circumstances beyond the Tenderer's control. A late Tender will be considered only if the sole cause of its becoming a late Tender was attributable to the Employer, its employees or agents.

9. MODIFICATION OF TENDERS

Tenderers have the right to withdraw, modify, or correct their Tender after it has been delivered to the Employer, provided the request for such withdrawal, modification, or correction together with full details of such modification or correction is received by the Employer at the address given above by registered letter, telegram, or telex before the time set for Tender opening. A letter request is to be signed in the same manner as and by a person similarly authorized to sign the Tender. A telex or telegram shall bear the name of the person authorized to sign the Tender. The original Tender, as amended by such communication, will be considered as the Tenderer's offer.

The Employer may ask any Tenderer for a clarification of its Tender. Clarifications which are not material modifications (as defined in Clause-36 hereof) and do not change the Tender price may be accepted. However, no alteration or change shall be permitted after they have been opened. The Employer has the right for 150 days and may not be withdrawn except with the express permission of the Employer.

10. QUALIFICATIONS OF TENDERERS

Tenders are invited only from eligible firms who are prepared to submit complete and comprehensive Tenders for the supply of a complete Lot of a Package or for complete Package.

No firm included in any list of suspended or debarred or ineligible Contractors, prepared by AID or Employer, will be eligible to furnish Tenders individually or in joint venture or to participate as a Sub-Contractor or otherwise.

11. EXAMINATION OF TENDER DOCUMENTS

The submission of a Tender will constitute an incontrovertible representation by the Tenderer that:-

- a. The Tender Documents have been thoroughly examined and are sufficient in scope and details to indicate and convey understanding of all terms and conditions for performance of the Work.
- b. The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender and of the rates and prices stated in the Schedule of Prices which rates and prices shall, except in-so-far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper performance of the Contract.

12. AMENDMENT OF TENDER DOCUMENTS

If for any reason, prior to Tender opening, it becomes necessary to modify the Tender Documents, an Amendment will be issued to and be binding on all Tenderers. The Tender shall contain an acknowledgement of receipt of all amendments (the numbers of which shall be filled in on the Form of Tender). Non-acknowledgement of receipt shall not relieve the Tenderers of being bound by such Amendments, provided the Amendments were communicated by telex or registered mail at least two weeks before the tender opening date.

Amendments will be numbered consecutively commencing with No. 1 and Tenderers are required to insert the appropriate numbers in the space provided on the Form of Tender.

In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Employer may, at its option, extend the deadline for the submission of Tenders.

13. QUESTIONS ABOUT TENDER DOCUMENTS

All questions about the meaning or the intent of the Tender Documents shall be submitted to the Employer in writing at the following address:

Water and Power Development Authority,
Chief Engineer,
Rural Electrification Organization, (REO)
WAPDA, Floor No.8, LDA PLAZA,
Khalifa Shujah-ud-Din Road (Egerton Road),
Lahore-5, Pakistan. (Telex No.44869 WAPDA PK)

Replies to questions will be issued by Amendments to the Tender Documents mailed or delivered to all tenderers recorded by the Employer as having received the Tender Documents. Questions received less than fifteen(15) days prior to the date for opening of Tenders may not be answered. Only questions answered by formal written Amendment will be binding. Oral and other interpretations will be without legal effect.

All questions received and answers given by the Employer will be communicated to all Tenderers by telex or registered mail.

14. COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the tendering process.

15. LANGUAGE

The Tender and all accompanying documents, technical information and markings shall be in English.

16. PURCHASE OF TENDER DOCUMENTS

As specified in the Invitation for Bids in the Advertisement.

17. CONTENTS OF TENDER

Tenders must be submitted for the entire Package or entire Lot of a Package as per Clauses; 3, 10 and 31. Tenders which are incomplete will not be considered.

The completed forms shall be without interlineations or erasures except those necessary to correct errors made by the Tenderers, in which case each of the erasures and interlineations shall be initialled by the person or persons signing the Tender.

Tenderers shall indicate in the space provided, their full and proper address at which notices may be legally served on them and to which all correspondence in connection with this Tender and the Contract are to be sent.

Tenderers are required to complete and furnish the following in an original and six(6) copies:-

- a. Form of Tender.
- b. APPENDIX-B - Bill of Quantities and Schedule of Prices.
- c. APPENDIX-C - Deleted, Not Applicable
- d. APPENDIX-D - Tender Bond.
- e. APPENDIX-E - Special Stipulations.
- f. APPENDIX-F - Delivery Schedule.
- g. APPENDIX-G - Departures from or Qualifications to Technical Specifications (as required).
- h. APPENDIX-H - Source/Origin Certificate.
- i. APPENDIX-I - Schedule of Technical Data.

18. SUPPLEMENTARY INFORMATION

Each Tenderer shall submit with his Tender the information listed below. The drawings and data submitted must be in sufficient detail and clarity to permit a complete and positive check with the Technical provisions of the Specifications.

- a. A sufficient number of drawings, diagrams, catalogues, illustrations, and such other information as is necessary to illustrate clearly the significant characteristics, such as capacities, dimensions, systems and types of the Tenderer's proposed Equipment. Such information shall include the approximate weight of the proposed Equipment, a brief description of the principal materials and fabrication processes to be used, and recommended methods of assembly. Tenderers are referred to Section IV, "Conditions of Particular Application."
- b. Locations of Manufacturer.
- c. Progress schedule for manufacture, including proposed dates of design, testing and delivery.

19. ALTERATIONS IN TENDER

No alteration is to be made in the Form of Tender nor in the Appendices thereto, except as provided for herein and in filling up the blanks as directed. If any such alteration is made and if these instructions are not fully complied with the Tender will be rejected by the Employer, (See clause 16, 1043)

20. PRICES

The Tender Prices shall include all costs and risks of supplying and delivering the Equipment on CIF Karachi or Ex-works Pakistan basis.

Manufacturers/Suppliers are advised that commodities financed by AID are exempt from identifiable taxes, tariffs, customs duties or other similar levies of the Government of Pakistan or its political subdivisions. Accordingly, prices should not include these identifiable taxes, tariffs, customs duties or other similar levies. It is the obligation of the manufacturer/supplier to obtain the benefit of such exemptions, (see also Section III, Clause 25, Page III-15).

21. BILL OF QUANTITIES AND SCHEDULE OF PRICES

Tenderers shall complete the Bill of Quantities and Schedule of Prices separately for each Lot in a Package (APPENDIX-B to Tender).

Prices shall be quoted on CIF basis for commodities from U.S. Suppliers. Equipment manufactured in Pakistan shall be for delivery at Ex-manufacturing Works.

For purpose of reading the Tender Price publicly, the total Tender Price will be stated in equivalent U.S. Dollars, at the rate quoted by the State Bank of Pakistan Fifteen (15) days prior to the Tender opening.

All Prices quoted shall be firm during the entire period of the Contract and no escalation on any account will be allowed.

22. SPARE PARTS

The Tenderer shall furnish with his tender a representative list of all essential spare parts and components necessary for proper and continuing functioning of Equipment for a period of two years. The list will be prepared in such form so that each line item can be readily identified by the manufacturer's part number, nomenclature, and unit price only. The cost of essential spare parts shall not be considered during the evaluation of tenders.

23. UNIT RATES/PRICES

The Unit Rates and the lump sum amounts entered in the Bill of Quantities and Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to include all costs of performing the Work including overheads, other indirect costs, profits and cost of accepting the general risk, liabilities and obligations set forth or implied in the Contract, except for costs specified to be reimbursed. The Unit Rates shall be extended to show the total price for each item in a Lot.

Tenderers shall fill in the unit price for Equipment in each Lot in a Package in the Bill of Quantities and Schedule of Prices. The quantity given in the Bill of Quantities shall be the basis for the Unit Price, and the result entered in the Bill of Quantities shall be the amount of any discrepancy between a unit price and the lump sum amount, the unit price will be taken as correct and the lump sum amount adjusted accordingly. Payments will be made on the basis of unit prices.

24. CHANGES IN QUANTITIES

WAPDA reserves the right to change the quantities and/or services in a Package/Lot to the extent of (+/-) 15%, without change in the unit pricing.

25. QUALIFICATIONS AND DEVIATIONS

Tenderers are hereby advised that any proposals containing qualifications, clarifications, comments, material deviations/modifications, and/or exceptions will be subject to close examination in order to determine whether or not any item contained therein can be regarded as a "Material Deviation/Modification" to the conditions and requirements of the documents and any material deviations/modifications will render the Tender liable to rejection. Tenderers are, therefore, requested to clarify all points of doubt with the Employer before proceeding with the same in their Tender.

Departures from or qualifications to Technical Specifications must be clearly identified in APPENDIX-G to the Tender.

26. ALTERNATIVE TENDERS

Each Tenderer must submit a base Tender strictly in accordance with the Tender Documents. At the Tenderer's option, alternative Tenders may be submitted for Equipment and Materials which will provide approximately the same capacities and guarantees as specified for the base Tender. If the Tenderer elects to submit an alternative Tender, complete information shall be given on the alternative Equipment and Materials, including all filled in Technical Specifications, data and the pricing sheets and appendices. However, the commercial terms and conditions of the alternative Tender shall not deviate from the base Tender.

The alternative Tenders must be submitted as a separate Tender and the departures and/or qualifications from the specified requirements must be clearly stated in APPENDIX-G, "Departures From or Qualifications to Technical Specifications". The Tenderer shall also state in writing his reasons for proposing such departures or qualifications, indicating where the Tender departs from or qualifies any specified requirements or intention of the Original Tender Documents. Notwithstanding any description, drawings, or literature which may be submitted, all details other than those in the statement of departures shall be assumed to be in accordance with the Tender Documents.

Tenderers are to note that in the evaluation of Tenders, only the base Tenders will be compared. Only the alternative Tender of the Tenderer who submitted the lowest evaluated base Tender will be considered.

No variation to the Tender Price will be permitted for the alteration of departures from or qualifications to technical specifications after submission of Tenders, except as provided for under this Clause.

27. TENDER BOND

Tenders must be accompanied by an irrevocable Tender Bond, in the amount of 5% of the Tender Price, from a bank approved by the Employer, (see APPENDIX-T, Listing of Approved Scheduled Banks). No Tender will be considered, unless it is so secured.

The Tender Bond shall be in US Dollars for manufacturers/suppliers of United States of America and in Pak Rupees for the manufacturers/suppliers in Pakistan.

In order to be considered, Tenders must be accompanied by a Tender Bond in the above amount. The Tender Bond may be in the form of a certified cheque drawn on an approved Bank and payable on demand to the Pakistan Water and Power Development Authority, or a letter of guarantee from or confirmed by an approved Bank, such as a scheduled Bank in Pakistan, or it may be an irrevocable Tender Bond prepared in the form appended to the Instructions to Tenderers, providing a surety or sureties acceptable to the Employer to be jointly or severally bound with the Tenderer for the performance of his Tender. The Tender Bond shall remain valid for not less than 150 days following the date set for opening of Tenders. The Tender Bond of unsuccessful Tenderers will be returned upon award of the Contract. The Tender Bond of the successful Tenderer will be returned or discharged upon signing of the contract covering this Work and execution and delivery of the specified Bank Performance Guarantee. Should the successful Tenderer refuse or fail for any reason to enter into the Contract or to furnish the Bank Performance Guarantee, the Tender Bond shall become payable to the Employer as compensation for such default.

Any Tender not accompanied by a surety in the terms of this Clause will be liable to be rejected.

28. COUNTRY OF ORIGIN OF MATERIALS AND EQUIPMENT

The Tenderer is required, in accordance with APPENDIX-H, to furnish a complete statement of the Source/Origin of any or all Materials and Equipment to be used in the Work.

29. DOCUMENTS EXECUTED OUTSIDE PAKISTAN

All legal documents, if executed outside of Pakistan, whether required to be submitted with the Tender or after award, shall be authenticated in accordance with Pakistani and U.S. laws.

30. FOREIGN EXCHANGE AND LOCAL CURRENCY PAYMENTS

Payments under the Contract shall be made as follows;

- a) Pakistan Rupees for Equipment and Materials supplied from sources within Pakistan.
- b) U.S. Dollars for Equipment and Materials supplied from approved sources outside of Pakistan.

The Tenderer shall enter the foreign currency and local currency portions in the Bill of Quantities and Schedule of Prices as required in APPENDIX-B to the Tender.

31. METHOD OF EVALUATION

- a. Tenders for Packages No.1,2,3,5,7 and 12 shall be evaluated package-wise. Any Tenderer who does not offer all items comprising the respective contract package, will not be considered for evaluation. In the event that any one or more items offered in a package is considered technically non-responsive, the whole package will be declared non-responsive.
- b. Tenders for Packages No.4,6,8,9,10 and 11 shall be evaluated on the basis of individual Lot. The bidders of these packages are, therefore, not obliged to quote for all Lots of the packages.
- c. Packages 1,2,7,8 and 9 are anticipated to be from U.S. manufacturers/suppliers. However, they are not restricted from tendering for any package, or for any lot under the packages mentioned at b. above.

32. PRELIMINARY EXAMINATION OF TENDERS

The Employer will examine the Tenders 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, whether the qualifications requirements are met and whether the Tenders are generally in order.

Arithmetical errors will be rectified on the following basis. If there is discrepancy between the unit price and the total price, including any discounts, that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each Tender and disqualify from evaluation any and all tenders which are substantially non-responsive. For purpose of these Clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender Documents without material deviation/modification. The Employer's determination of a Tenderer's responsiveness is to be based on the contents of the Tender itself, without recourse to extrinsic evidence. Material deviation/modification is defined in clause 36 below.

33. EVALUATION CRITERIA AND COMPARISON OF TENDERS

The Employer will evaluate and compare only the Tenders previously determined to be substantially responsive, in accordance with Clause 32, and make award(s) to the responsible tenderer or tenderers offering lowest Unit Prices.

Tenders shall be evaluated on the basis of Cost, Insurance and Freight (CIF) Karachi (excluding all import taxes and duties) for foreign bids and Ex-Works Pakistan (excluding any sales tax, custom duties, surcharges, excise duty, tariffs or similar taxes) for local bids. In case of local bids, the Ex-Works price will be inclusive of all transportation, insurance and other costs incidental to delivery of the imported material/components, if any, to the Manufacturer's premises. In case of equal evaluated pricing, tenders with earlier delivery shall be given preference.

BANK PERFORMANCE GUARANTEE

The Successful Tenderer shall, within thirty (30) days after the issue of notice of award of Contract, furnish the Bank Performance Guarantee as Specified in Clause-9, (Section III), of the Conditions of Contract. Such Guarantee shall be for ten percent (10%) of the Contract Price, which Guarantee shall be furnished from a reputable Surety Company or Bank authorized to issue the Bank Performance Guarantee. Such Guarantee shall be submitted in accordance with the Conditions of Contract. For the foreign exchange component, the Guarantor shall provide for payment in U.S. dollars. The Bank Performance Guarantee issued by a foreign Bank should be under-written by a Scheduled Bank of Pakistan. The actual cost of the Guarantee shall be borne by the successful Tenderer and shall be included in Prices furnished by the Tenderer in the Bill of Quantities and Schedule of Prices (APPENDIX-B).

35. GUARANTEED PERFORMANCE DATA

(This clause intentionally deleted)

36. ACCEPTANCE OF TENDERS

The Contract will be awarded to the lowest responsive and responsible qualified Tenderer. A "responsive" Tender is one that complies with all the terms and conditions in the Tender Documents without material deviation/modification. A material deviation/modification is one which affects in any way the price, quality, scope, or completion date of delivery or which limits in any way any responsibilities, duties, or liabilities of the Contractor or any rights of the Employer or AID as any of the foregoing have been specified or defined in the Tender Documents. Tenderers may not modify non-responsive Tenders after opening in order to make them responsive. However, the Employer may request a Tenderer to clarify its Tender as long as no material deviation/modification is made.

The Employer reserves the right to reject any or all Tenders and to waive minor informalities if it appears in the Employer's best interest to do so.

Tenderers are requested not to contact the Employer or the Engineer on any matter relating to its Tender, from the time of the opening to the time the Contract is awarded, except to respond to inquiries by the Employer or the Engineer.

Any efforts by a Tenderer to influence the Employer or the Engineer in the Tender evaluation, bid comparison or Contract award decisions may result in the rejection of the Tender. Once the Employer has arrived at a decision regarding the award of the Contract, he will notify promptly the successful Tenderer in writing. The successful Tenderer will be required to send to Lahore, Pakistan, within ten days of the date of receipt of such notice, a representative or representatives with proper power of attorney for the purpose of executing a Contract Agreement in the form set out in the Tender Documents with such alterations or additions thereto as may be required to adapt such Contract to the circumstances of the Tender.

Failure on the part of the successful Tenderer to provide a Bank Performance Guarantee, in accordance with the Conditions of Contract or to enter into a Contract with the Employer shall be sufficient grounds for the annulment of the award and, in the event of such annulment, the Tender Bond of the successful Tenderer shall be retained by and become payable to the Employer. The award may then be made to another Tenderer, or the Employer may call for the submission of new Tenders.

All recipients of the Tender Documents (whether they submit a Tender or not) shall treat the details of the Tender Documents as private and confidential.

Any Tender which does not conform to the foregoing instructions will be rejected.

37. AWARD OF CONTRACT

Any Contract awarded as a result of these Tender Documents will be made in the name of the Employer.

The Employer also reserves the right to accept a Tender in whole or in part without assigning any reason.

38. CONTRACT COMMENCEMENT AND COMPLETION

The commencement and completion of the Work shall be as per Clause-1, Section IV, of Conditions of Particular Application. Accordingly, the Tenderer shall provide in APPENDIX-F, a schedule showing the sequence of Work items by which he proposes to deliver the Equipment.

LISTING OF APPROVED SCHEDULED BANKS

PAKISTAN

1. Allied Bank of Pakistan
2. Habib Bank Limited
3. Industrial Development Bank of Pakistan
4. Muslim Commercial Bank Limited
5. National Bank of Pakistan
6. United Bank Limited

FOREIGN

- | | |
|--|----------------|
| 1. Algemene Bank | (Netherlands) |
| 2. American Express | (USA) |
| 3. Bank Indo Suez | (France) |
| 4. Bank of America | (USA) |
| 5. Bank of Credit and Commerce | (Luxembourg) |
| 6. Bank of Oman | (Oman) |
| 7. Bank of Tokyo | (Japan) |
| 8. Chartered Bank | (U.K) |
| 9. Chase Manhattan Bank | (USA) |
| 10. Citibank N.A. | (USA) |
| 11. Dubai Bank | (IAF) |
| 12. European Asian Bank | (West Germany) |
| 13. Grindlays Bank Limited | (U.K) |
| 14. Hong Kong Shanghai Banking Corporation | (Hong Kong) |
| 15. Middle East Bank | (UAE) |
| 16. Rupali Bank | (Bangla Desh) |
| 17. Union Bank of Middle East | (UAE) |

TENDER

SUPPLY OF Miscellaneous Stores Package No. 6-10-11-12 Lot No. _____

(NOTE: Tenderers are required to fill in all blank spaces in this Tender Form and Appendices)

TO:

PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY

GENTLEMEN,

1. Having examined the Tender Documents and Appendices, Conditions of Contract, Specifications, Drawings, Bill of Quantities, and Addenda Numbers.....for above named Work, and having been satisfied as to all conditions under which the above named Work must be performed, we the undersigned offer to design, manufacture, test, furnish, deliver, in conformity with the said Conditions of Contract, Specifications, Bill of Quantities etc, for the total Tender Price of US \$.....consisting of foreign currency component in US Dollars.....and local currency component in equivalent US \$.....
2. Should this Tender be accepted by you, we propose to send a representative or representatives having our power of attorney to Lahore, Pakistan within 10 (ten) days following receipt of your written acceptance of this Tender for the purpose of executing a Contract Agreement in the form set out in the Tender Documents with such alterations or additions thereto as you may require to adapt such Agreement to the circumstances of this Tender.
3. We, undertake, if our Tender is accepted to commence the Work upon receipt of the Employer/Engineer's orders to commence and to complete all Works comprised in the Contract in accordance with Appendix-P (Delivery Schedule).
4. We propose to retain the following firms:
(Name and Country of Registration)

M/S NATIONAL BANK OF PAKISTAN

MAIN BRANCH LAHORE.



as Surety or Sureties, if approved by you to be jointly and severally bound with us for the due performance of said Contract in a sum in United States Dollars or other approved foreign currency equivalent (as prescribed in Clause 27, paragraph 2, on Page 1-10) to the sum named in Paragraph-1 hereof, and to procure and have executed by said Surety or Sureties, or such other surety as approved by you within 30 days of notification by you that we should do so, a Bank Performance Guarantee in the form set forth in the Tender Documents.

5. We agree that this Tender shall remain valid for a period of 150 days following the Tender Date and may be accepted by you at any time before the expiration of such period.
6. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expense incurred by us in tendering.
8. As security for the due performance of the understandings and obligations of this Tender, we submit herewith a Tender Bond in the amount of PAK RS. 1,70,000/- drawn in your favour or made payable to you and valid for 150 days from the Tender Date.
9. We understand that all Appendices attached hereto form part of this Tender.
10. We certify that we or any of our intended subcontractors are not included on any list of suspended, debarred, or ineligible bidders used by AID or the Employer.
11. (Applicable only if the Tenderer is incorporated or legally organized in the United States). We certify that we are in compliance with our equal opportunity obligation under Executive Order 11246, as amended, and regulations and orders issued thereunder.
12. We certify that we meet the nationality requirements set forth in the clause of the Contract entitled "Nationality, Source and Cargo Preference."

DATED this 2nd day of September, 1985

TENDERER: PAKISTAN ENGINEERING COMPANY LIMITED

BY: M. A. RASHID

TITLE: MANAGER MARKETING

ADDRESS: 6-GANGA RAM TRUST BUILDING,
SHAHRAH-E-QUAID-E-AZAM, LAHORE.

ATTEST

.....
(Secretary)

.....
(Seal)



PACKAGE NO. 12

Page A17

ITEM NO.	QUANTITY	STORES CODE	SPECIFICATION	DESCRIPTION
A	6000		DD-S-3:83	Welded Type Earth Rod (complete)

FORM OF TENDER BOND					DATE BOND EXECUTED (Must not be later than bid opening date)	
PRINCIPAL (Legal name and business address)					TYPE OF ORGANIZATION ("X" over)	
					<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
SURETIES (Name and business address)					<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
					STATE OF INCORPORATION	
PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the _____ in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.</p> <p>NOW, THEREFORE, if the Principal, upon acceptance by the _____ of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the _____ for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.</p> <p>Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the _____ notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>						
PRINCIPAL						
Signature(s)	1		2		Corporate Seal	
Name(s) & Title(s) (Typed)						
INDIVIDUAL SURETIES						
Signature(s)	1		2		(Seal)	
Name(s) (Typed)						
CORPORATE SURETY(IES)						
SURETY A	Name & Address				STATE OF INC	LIABILITY LIMIT
	Signature(s)	1		2		Corporate Seal
	Name(s) & Title(s) (Typed)					

CORPORATE SURETIES (Continued)					
SURETY B	Name & Address		STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY C	Name & Address		STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY D	Name & Address		STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY E	Name & Address		STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY F	Name & Address		STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY G	Name & Address		STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		

INSTRUCTIONS

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the _____.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated.

4. Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. When more than a single corporate surety is involved their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)", and in the space designated "SURETY" on the face of this form only the letter identification of the Sureties shall be inserted.

5. Corporations executing the bond shall affix their corporate seals.

6. The name of each person signing this bid bond should be typed in the space provided.

COUNTER GUARANTEE
APPROVED BANK IN PAKISTAN

ATTEST:

BY _____

BY _____ Affix

Title _____ Seal

24

SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

	<u>Clause or Conditions of Contract</u>	
1. Amount of Tender Bond.	Clause-27 of Section-I	5% of the Tender Price
2. Amount of Bank Performance Guarantee	Clause-34 of Section-I	10% of the Contract Price.
3. Time for Commencement.	Clause-1 Section-IV	Commence Work within twenty days upon being awarded the contract
4. Warranty Period	Clause-34 of Section-III	24 months after delivery of Equipment CIP Karachi, Ex-Works Pakistan or 12 months after Installation, whichever is earlier.
5. Insurance.	Clause-13 of Section-III	Replacement value plus 10%
6. Time for Completion.	Clause-2 of Section-IV	Detailed schedule by Package/Lot
7. Amount of Liquidated Damages.	Clause-29 of Section-III	0.05% of Contract Price per calendar day, subject to the maximum 10% of Contract Price.

SOURCE/ORIGIN CERTIFICATE

" I (We) hereby certify that the "Source(s)" and "Origin", as defined by AID in Section IV, Clause-7, of all commodities offered in this Tender comply with current regulations and requirements of the Agency for International Development.

"I (We) understand that a false certification made herein will result in rejection of Tender."

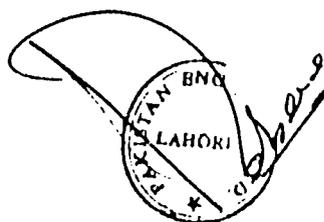
Source(s) of Commodities: INDEGENIOUS

PAKISTAN ENGINEERING CO LTD LAHORE (PAKISTAN)
(Tenderer's Name)

M. A. RASHID
Authorized Representative's Name (Typed)

M. A. Rashid
Authorized Representative's Signature

Date: 2nd of September, 1985.



AID GEOGRAPHIC CODES

000 UNITED STATES

899 FREE WORLD

Any area or country in the Free World*, excluding the participating country itself.

935 SPECIAL FREE WORLD

Any area or country in the Free World*, including the participating country itself.

941 SELECTED FREE WORLD

Any independent country in the Free World*, except the cooperating country itself and the following:-

<u>EUROPE</u>		<u>OTHER</u>	
Andorra	Luxembourg.	Afghanistan	Libya
Austria	Malta	Angola	Mozambique
Belgium	Monaco	Australia	New Zealand
Denmark	Netherlands	Bahrain	Qatar
Finland	Norway	Canada	Saudi Arabia
France	Portugal	Cyprus	Singapore
German, Federal Republic of (including West Berlin)	San Marino	Gabon	South Africa
	Spain	Greece	Syria
Ireland	Sweden	Hong Kong	United Arab Emirates
Italy	Switzerland	Iran	Yemen, Peoples Democratic Republic
Iceland	United Kingdom	Iraq	
Liechtenstein	Vatican City	Japan	
	Yugoslavia	Kuwait	

**Free World* excludes the following areas or countries: USSR, Albania, Bulgaria, Czechoslovakia, German Democratic Republic, Estonia, Hungary, Latvia, Lithuania, Romania, Poland, Vietnam, North Korea, People's Republic of China, Mongolia, Laos, Cambodia, and Cuba.

**SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE
AGENCY FOR INTERNATIONAL DEVELOPMENT FOR PROJECT COMMODITIES**

The supplier hereby acknowledges that the sum indicated on the accompanying invoice, as claimed to be due and owing under the terms of the contract identified on the reverse hereof (hereafter referred to as "said contract") is to be paid, in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the supplier agrees with and certifies to AID as follows:

1. The undersigned is the supplier indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.

2. The supplier will, upon the request of AID, promptly make appropriate refund to AID, plus interest (at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (b)) from the time of payment to the supplier, in the event of

- (a) its nonperformance, in whole or in part, under said contract, or
- (b) any breach by it of any of its undertakings in this Certificate and Agreement, or
- (c) any false certification or representation made by it in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof.

3. The supplier certifies, on the basis of such sources as are available to it and to the best of its information and belief:

(a) The price, excluding transportation, of any commodity for which payment is requested on the accompanying invoice does not exceed the lower of (i) the market price prevailing for comparable sales in the source country at the time of purchase, or (ii) the price generally charged by the seller for comparable sales in the source country at the time of purchase. A price resulting in an award under a formal competitive bidding procedure will be presumed to meet this price requirement. A comparable sale is one which is sufficiently similar to the present sale, with respect to quantity, quality, and conditions of sale that the price would not customarily be different from said contract price. Time of purchase means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) Any freight for which payment is requested on the accompanying invoice, does not exceed the established rate, if any, for comparable shipments on file at the Federal Maritime Commission or the Civil Aeronautics Board of the U.S. A comparable shipment is one which is similar with respect to type of commodity, commodity rate classification, quantity, flag category, choice of ports, and other pertinent factors.

(c) The cost of any insurance for which payment is requested on the accompanying invoice does not exceed the prevailing price for the same or similar coverage.

4. The supplier will, upon the request of AID promptly make refund to AID of any amount by which the price of commodities, freight, or insurance exceeds the maximum permitted under paragraph 3 above, plus interest (at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621(b)) from the time of payment to the supplier.

5. To the best of its information and belief, any commodity or service supplied under said contract meets the source, origin, componentry, and nationality requirements in the contract, and any marking requirements in the contract have been complied with.

6. The amount shown in Block Dc is net of all credits, allowances and discounts granted and payments made by the supplier or its agent to or for the account of the purchaser. The supplier will promptly pay to AID (Office of Financial Management, AID, Washington, D.C. 20423) any adjustment refunds, credits, or allowances which hereafter become payable to or for the account of the purchaser arising out of the terms of said contract or the customs of the trade.

7. (a) The supplier or its agent has not given or received and will not give or receive a side payment, "kickback", commission, or any other payment, credit, allowance, or benefit of any kind in connection with said contract from, to, or for the benefit of the purchaser, the purchaser's agent or the Borrower/Guarantee other than those referred to in paragraphs 1 and 6.

(b) Any commission or similar payment paid or to be paid by the supplier to its agent in connection with the transaction for which payment is requested is shown on the reverse hereof and does not exceed the lesser of (i) the amount customarily paid by the supplier in connection with similar transactions or (ii) the

amount customary in the trade. If said contract provides that AID will not finance such payments, the supplier certifies that the amount of such payments is not included in the amount for which payment is requested.

(c) Any brokerage commission paid or to be paid in connection with a chartered shipment does not exceed 2 1/4 percent of the ocean freight charge.

(d) The supplier has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

8. The supplier will for a period of not less than three (3) years after the date of final payment maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will at any time requested by AID make such records and documents available to AID for examination and promptly furnish to AID such additional information as AID may request relating to such compliance.

9. The supplier certifies that it has not been informed of its ineligibility to act as a supplier or contractor or otherwise participate in AID-financed transactions.

10. The supplier acknowledges that AID has reserved the right to vest in itself, title to the goods financed under said contract, provided that such goods are in a deliverable state and have not yet been off loaded in ports of entry in the cooperating country. AID may direct carriers to divert these goods to alternative destinations.

11. The supplier certifies that it has submitted a copy of every ocean bill of lading, applicable to the commodities and transactions described on the reverse hereof, to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20236, and that such bill(s) of lading state all the carrier's charges including the basis for calculation such as weight or cubic measurement.

12. The supplier has filled in all applicable portions of the Invoice-and-Contract Abstract on the reverse hereof and certifies to the correctness of the information shown therein.

**PERSONAL CERTIFICATION BY NATURAL PERSON
SIGNING THIS CERTIFICATE AND AGREEMENT**

The natural person who signs this Certificate and Agreement hereby certifies either that he/she is the supplier or that he/she has actual authority to sign on behalf of the supplier and to bind the supplier with regard to all certifications and agreements contained in this Certificate and Agreement. He/she further certifies, if he/she is not personally the supplier, that either he/she is an employee of the supplier or has written power of attorney to sign for, and bind the supplier. He/she acknowledges that he/she is signing and submitting this Certificate and Agreement for the purpose of receiving payment from AID funds and that AID in making funds available for such payment will rely upon the truth and accuracy of this Personal Certification as well as of all other representations in this Certificate and Agreement.

The Supplier's Certificate and Agreement and the personal certification herein shall be governed by and construed in accordance with the laws of the United States of America.

Type or print name and title of official authorized to sign

Signature of official authorized to sign for (check one) Date

Commodity Supplier Carrier Insurer

Place executed (City, County, State, Country)

NOTES: (a) Any amendments of, or additions to, the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States Law. (c) The work 'copy' must be written after the signature on all copies other than the original.

INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

Execution of Form. This form is designed for use with the U.S. Standard Master for International Trade. An original and one (1) copy of this form, completed by the following suppliers, as appropriate, must accompany each invoice for which payment is requested:

(a) **Commodity Supplier** - executed by the commodity supplier covering the cost of the commodity, including the cost of any commodity-related service paid by the commodity supplier for its own or the buyer's account.

(b) **Transportation Supplier (Carrier)** - executed by each carrier or in the case of a through bill of lading, the issuing carrier, for the cost of the ocean or air transportation financed by AID.

(c) **Insurance Supplier (Insurer)** - executed by the insurer, by the insurance broker, or by the commodity supplier (if the commodity supplier is the insured under an open cargo insurance policy issued by the insurer and is authorized under such policy to bind the insurer by issuing insurance certificates or policies in favor of importers) for the cost of marine insurance financed by AID when such cost exceeds \$50.

The original must be signed by a person authorized by the supplier who shall indicate his/her title and certify to his/her authority.

Submission in English Language. The form must be completed in the English language only and all amounts of money must be shown in U.S. dollars.

Obtaining Forms. The form may be obtained in limited quantities from banks holding AID Letters of Commitment, from district offices of the Department of Commerce, the AID office in the supplier's country or the Distribution Branch, Agency for International Development, Washington, D.C. 20523. The forms may be reproduced, providing the reproduction is identical in size and format.

INSTRUCTIONS FOR COMPLETING ENTRIES ON INVOICE AND CONTRACT ABSTRACT

GENERAL INSTRUCTIONS

Except as provided in the instructions for specific blocks, suppliers must complete all blocks or enter the letters "NA" (Not Applicable), as follows:

AID 1450-4 (12-80)

Commodity Supplier - Complete all blocks except 12 and 13; however, if the commodity supplier has paid for the transportation and/or insurance for its own or the buyer's account block 12 and 13 will also be completed by the commodity supplier. Block 11 is to be completed only when the address in block 1 is a U.S. address.

Transportation Supplier (Carrier) - Complete blocks 1 through 8 as well as 13, 14, and 15.

Insurance Supplier (Insurer) - Complete blocks 1 through 8a as well as blocks 12, 14, and 15.

INSTRUCTIONS FOR INDIVIDUAL BLOCKS

BLOCK 1: Enter the commodity supplier's name and address. *Caution: If the form is executed by the carrier or the insurer, enter the commodity supplier's name and address in block 1 and complete block 16.*

BLOCK 2: For AID use only.

BLOCK 3: Enter AID implementing document number furnished in the Letter of Credit or Importer's instructions. This number will normally be the Loan or Grant Agreement number, Letter of Commitment number or the Project Implementation Order number.

BLOCK 4: Enter the importer's name and address. *Caution: on other documents prepared from the Standard Master, such as the Bill of Lading, the corresponding block may call for the name and address of the party to whom the carrier is to give notice of arrival, when such party is not the importer, be sure to enter the importer's name and address.*

BLOCK 5: Enter the name of the vessel.

BLOCK 6: Enter the flag of registry.

BLOCK 7: Enter the port shown on the Bill of Lading.

BLOCK 8: COMMODITY INFORMATION

a. Enter the description of each commodity and its U.S. Department of Commerce Schedule B number, if available. For multi-item invoices, enter a summary description of the group of items and the appropriate Schedule B number(s), if available.

(Instructions continued on reverse side)

CONTINUATION OF INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

- b. Enter the Bill of Lading weight.
- c. Enter the Bill of Lading measurement.

BLOCK 9: INVOICE INFORMATION

- a. Enter the invoice number of the accompanying invoice to which this abstract relates.
- b. Enter the invoice date.
- c. Enter the net amount for which the supplier seeks payment (see paragraphs 6 and 7 of the Supplier's Certificate).

BLOCK 10: CONTRACT INFORMATION

- a. Enter the date of the contract.
- b. Enter the total contract amount.
- c. Enter the country of source.

BLOCK 11: SUPPLIER INFORMATION

This section must be completed only when a U.S. address is indicated in block 1. The information is required to enable AID to compile reports requested by Congress.

a. Indicate whether the supplier is a small business as defined in FPR Subpart 1-1.7 (CFR Title 41). A small business is an enterprise which (1) is independently owned and operated for profit, is not dominant in its field of operation, and with its affiliates, has no more than 500 employees (or the higher number of employees designated for specific industry groups in FPR 1-1.201-1 (CFR Title 41)), or (2) is certified as a small business by the Small Business Administration. If the supplier is unsure of its classification, it may obtain guidance from the nearest field or regional office of the Small Business Administration.

b. If the supplier is not a small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are small business concerns.

c. Indicate whether the supplier is a minority business as defined in FPR 1-1.1305 (CFR Title 41). A minority business is an enterprise which is at least 50 percent (50%) owned by minority group members. For the purpose of this definition, minority group members are Negroes, Spanish-

speaking Americans, American Orientals, American Indians, American Eskimos and American Aleuts.

d. If the supplier is not a minority business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are minority business concerns.

BLOCK 12: INSURANCE INFORMATION

Complete block 12 only if the insurance premium exceeds \$50.

- a. Enter the insured value of the shipment.
- b. Enter the total premium.
- c. Enter the type of coverage and insurance rate. If 'Other' is checked explain below or in block 15.

BLOCK 13: TRANSPORTATION INFORMATION

- a. Check appropriate vessel type.
- b. Enter the Bill of Lading or air waybill number.
- c. Enter the Bill of Lading or air waybill date.
- d. Enter freight rate, other freight charges and the total dollar amount of freight charges after discount.

BLOCK 14: INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS

Enter in blocks 14a, b and c pertinent information with references to (a) all commissions and other payments, credits, allowances or benefits of any kind, paid or to be paid by the supplier to or for the benefit of his/her agent, the importer, or the importer's agent; and (b) any side payments, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction. If there is insufficient space to furnish the required information in block 14, continue the listing into block 15 or enter 'Continued' or 'See attached listing' in block 14a and attach a separate sheet to the form. If no commissions or other payments, credits, allowances, benefits, or side payments are involved, enter 'NONE' in block 14.

BLOCK 16: Check the appropriate box and print or type carrier's or insurer's name and address.

Standard Form 1014 Issued January 1980 Department of the Treasury Form 4-7000 -118		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO
DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED		SCHEDULE NO		
		CONTRACT NUMBER AND DATE		PAID BY		
PAYEE'S NAME AND ADDRESS		REQUISITION NUMBER AND DATE				DATE INVOICE RECEIVED
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT B/L NUMBER		
PAID FROM		TO	WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	
(Payee must NOT use the space below)						TOTAL
APPROVED FOR	EXCHANGE RATE	DIFFERENCES				
PROVISIONAL	\$	= \$1.00				
COMPLETE	BY ?					
PARTIAL						
FINAL				Amount verified, correct for		
PROGRESS	TITLE			(Signature or initials)		
ADVANCE						
I warrant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)	(Authorized Certifying Officer) ¹		(Title)			
ACCOUNTING CLASSIFICATION						
\$						
CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
CASH	DATE	PAYEE ¹		PER		
\$				TITLE		
When stated in foreign currency, insert name of currency.				PER		
The ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title.				TITLE		
When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary" or "Treasurer", as the case may be.						

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PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

SECTION III

CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

In the Contract the following words and expressions shall have the meanings herein assigned to them unless the context otherwise requires:-

AID means the Agency for International Development of the United States of America.

PTAT means the EBASCO-AEPES-ITECO Joint Venture duly appointed by AID for the purpose to assist Employer with procurement under this contract.

APPROVED means approved in writing including subsequent written confirmation of previous oral approval by the Employer and/or Engineer and "APPROVAL" means approval in writing including such written confirmation. Such approval, when applied by the Engineer to the Contractor's drawings or documents, shall mean that the drawings or documents are satisfactory, and/or that the Engineer has not observed any statement or feature that appears to deviate from the specification requirements. The Contractor shall retain the entire responsibility of the drawings or documents for complete conformance with the Specification.

CONTRACTOR means the person or the firm whose Tender has been accepted by the Employer and includes the Contractor's legal personal representatives, successors and permitted assignees.

CONTRACT means the Agreement between the Employer and the Contractor contained in the Contract Agreement and the documents set out in the Contract Agreement as forming part thereof.

CONTRACT PRICE means the sum named in paragraph one of the Tender subject to such additions hereto or deductions therefrom as may be made under the provisions of the Contract.

CONTRACTOR'S TENDER DRAWINGS means drawings prepared by the Contractor and which are included, listed and/or referred to in the Tender/Contract Documents.

FINAL COMPLETION CERTIFICATE means a certificate given pursuant to the provisions of Clause-42 hereof.

GSA means General Services Administration of the United States.

DATE OF ACCEPTANCE OF TENDER means the date of the Employer's Notification to the Contractor that his Tender for the Contract has been accepted.

DRAWINGS means the drawings referred to in the Specification and any modification of such drawings approved by the Employer and/or Engineer and such other drawings as may from time to time be furnished or approved by the Employer and/or Engineer.

ENGINEER means Chief Engineer (Design), Distribution, WAPDA, Floor No.8, LDA PLAZA, Khalifa Shujah-ud-Din Road (Egerton Road) Lahore 5, Pakistan.

ENGINEER'S REPRESENTATIVE means the person or persons for the time being or from time to time duly appointed by the Engineer/Employer to perform the duties set forth in Clause-3 hereof.

EMPLOYER means PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY (WAPDA), its successors and assignees.

ELIGIBLE COUNTRIES means a country from which goods and services may be obtained designated by Geographic Code shown in APPENDIX-J Section II and specified in in Clause-7 of Section-IV entitled "Nationality, Source and Cargo Preference" as a country from which goods and services may be obtained.

EQUIPMENT means Commodities, Articles, Machinery, Apparatus, Materials, and things of all kinds to be provided under the Contract.

GOVERNMENT: Islamic Republic of Pakistan means the Government of Pakistan.

HOST COUNTRY means the Country of Islamic Republic of Pakistan.

INSPECTOR means the agent, representative, or organization approved by the Employer for carrying out inspection of the Equipment before shipment.

MONTH means calendar month according to the Gregorian Calendar.

PROGRAMME means the detailed programme or schedule submitted by the Contractor and approved by the Employer and/or Engineer including any amendments hereto from time to time approved by the Employer and/or Engineer.

RETENTION MONEY means the sums retained pursuant to Clause 30 hereof.

SCOPE OF WORK has the meaning assigned in Clause-2 hereof. "The Contract comprises the design, manufacture, testing and delivery of all Work required by the Contract and except in so far as the Contract otherwise provides the provision of all labour, materials and equipment required in and for such design, manufacture, testing and delivery so far as the necessity for providing the same is specified in or can reasonably be inferred from the Contract."

TENDER DATE means the date by which Tenders are required to be delivered.

TIME OF COMPLETION means the time for completion of the Work as stated in APPENDIX-E and APPENDIX-F to the Tender and shall be calculated from the date of award of Contract.

WORK means and includes all material and equipment to be supplied and services to be performed by the Contractor in accordance with the Contract.

Where the words "Directed", "Required", "Approved", "Accepted" or similar terms are used the "Direction," "Request," etc, shall be understood to mean by the Employer/Engineer. The singular includes the plural and vice-versa. The masculine includes the feminine and vice-versa.

2. EXTENT OF CONTRACT

The Contract comprises the design, manufacture, and supply of the work as defined hereunder, complete in all respects and meeting all functional requirements, and except in so far as the contract otherwise provides provision of all labour, materials and everything whether of a temporary or permanent nature required for completion of the Work so far as the necessity for providing the same is specified in or can reasonably be inferred from the Contract.

3. GENERAL ROLE OF ENGINEER

- 1) In measuring, valuing, deciding, or certifying the Engineer acts by his skill and from his knowledge of the facts and incidents connected with the Contract and in so far as any facts are not within his own knowledge, the Engineer shall be at liberty to inform himself by inquiry of such person or persons as he may consider necessary. The Engineer shall at all times be considered to be aware of all facts necessary for him to form his own opinion, make his measurements or valuations, give his decisions and order, make his requisitions, or give or refuse his certificate and he shall be at liberty to certify at such times and in such manner as in his discretion he may think proper.
- 2) Engineer's Representative: The duties of the Engineer's Representative are to watch and supervise the Work and to test and examine any materials to be used or workmanship employed in connection with the Work. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor to make any Variation Order nor except as expressly provided in the Contract to order any work involving delay or any extra payment by the Employer.

Subject as aforesaid, the Engineer's Representative shall have any of the powers and authorities vested in the Engineer which the Engineer may from the time being have delegated in writing to the Engineer's Representative. The Engineer shall furnish to the Contractor a copy of all such written delegations of powers and authorities and also any revocation thereof. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the Employer as though it had been given by the Engineer, provided always as follows:

- 1) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and reject the Work as not acceptable.
- ii) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse, or vary such decision.

4. SUCCESSORS AND ASSIGNEES

The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder (otherwise than by an assignment or a charge in favour of the Contractor's bankers of any moneys due or to become due under the Contract) without the prior written consent of both the Employer and AID.

5. SUBCONTRACTING

1) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent by AID to any assignment of obligations under this Contract in addition to the consent of the Employer and/or Engineer (which shall not be unreasonably withheld) and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults, and neglects of any Subcontractor, his agent, servants, or workmen as fully as if they were the acts, defaults, or neglects of the Contractor, his agents, servants or workmen, provided always that the provision of labour on a piecework basis and procurement of miscellaneous materials shall not be deemed to be subcontracting under this Clause.

2) The Contractor agrees to include, as a minimum, the following provisions of this Section IV in all Subcontracts hereunder:-

"Host Country Taxes".

"Air Travel and Transportation".

"Nationality, Source and Cargo Preference".

6. CONTRACT DOCUMENTS AND INTERPRETATION

1) The Ruling Language in which the Contract Document shall be drawn up is English.

- 2) Except if and to the extent otherwise provided by the Contract, the Conditions of Contract and Conditions of Particular Application shall prevail over those of any other document forming part of the Contract. In the event of any inconsistency between the language of the Conditions of Contract and Conditions of Particular Application the language of the Conditions of Particular Application shall control.
 - 3) The Contractor shall apply to the Employer for any explanation which the Contractor may require as to the meaning and intent of any provision in the Contract or in any document forming part thereof, and the Contractor shall be liable for any loss, damage or expense which Employer may incur, suffer or be put to as a result of the Contractor's failure to obtain such explanation.
 - 4) The Contractor shall submit such documents and information as are specified in the Specifications and Drawings and or required by the Engineer within the period as prescribed in the Specifications and by the Engineer from time to time.
 - 5) The Contractor shall maintain adequate books, records, and written matter related to the Contract for a period of three (3) years after completion of the Contract. The Contractor shall, upon written request, make such books, records etc. as may reasonably be required available for inspection to authorised representatives of the Engineer.
7. COMPLIANCE WITH STATUTES, REGULATIONS "The Contractor shall conform in all respects with the provisions of all Central, Provincial and Local laws, Regulations or Orders or other Laws for the time being in force in Pakistan or elsewhere including all Regulations and By-Laws of any local or other duly constituted authority within Pakistan or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works (which are herein referred to as "State Laws") and shall give all notices and pay all fees required to be given or paid thereby and shall keep the Employer/Engineer indemnified against all penalties and liability of any kind for breach of any of the same. Provisions to the like effect as those contained in this clause shall be incorporated in all Subcontracts."
8. SPECIFICATIONS AND DRAWINGS
- 1) The Work shall be executed in strict conformity with the specifications and/or drawings and the Contractor shall do no Work without proper Specifications, instructions and/or drawings,
 - 2) Specifications and/or drawings are intended to complement each other. Anything shown on the drawings, but not mentioned in the specifications or vice versa, shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or if any feature shall appear to the Contractor to be indefinite or unclear the same shall be referred to the Employer whose written explanation and or clarification shall be obtained before proceeding with the Work.

- 3) The technical specifications are taken to be correct, but complete accuracy is not guaranteed. Any error or ambiguity must be reported to the Employer and Engineer before starting the work affected. In the event of any dispute arising as to the true intended meaning of a Technical Specification, the Engineer shall interpret the same and his interpretation shall be accepted as final and binding upon all parties concerned, except to the extent provided in the Arbitration provision thereof.
- 4) The Contractor shall submit to Engineer, within 30 days of the Contract having been made, for approval of the Engineer, four (4) copies of all drawings, technical literature data, operation and maintenance instruction books and/or manuals required under the Specifications and such other documents as the Engineer may reasonably require. The Engineer will either approve the said drawings or documents or, if he deems necessary, require changes or modifications to be made therein. He shall return two copies to the Contractor marked "Approved", 'Approved as Noted' or 'Returned for Correction'. Each drawing which is noted 'Returned for Correction' shall be resubmitted to the Engineer after corrections.
- 5) The Contractor shall then prepare and submit to the Engineer six (6) prints and two (2) positive reproducibles of the approved drawings. Two prints shall be stamped "APPROVED" by the Engineer and returned to the Contractor for his record.
- 6) On completion of the Work the Contractor shall deliver to the Engineer six (6) sets of prints and one set of positive reproducibles of all approved drawings, technical literature, and data which show the Work in the final or 'as built' condition. The said drawings and documents shall be permanent and non-fadable. The reproducibles shall be made on high quality polyester drawing film at least 0.07mm thick or approved equivalent suitable for producing clear prints.
- 7) The Contractor shall allow 30 days for the Engineer's approval of drawings in his schedule of Work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Contractor and no extension in time will be allowed on this account.
- 8) Approval by the Engineer does not relieve the Contractor of his responsibility to do the Work in accordance with the Contract.
- 9) The Contractor shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer or not.
- 10) All drawings and documents furnished by the Contractor in accordance with the Contract shall become the property of Employer.

11) One copy of all correspondence sent to the Engineer shall also be sent to the following offices:-

1) Chief Engineer Rural Electrification Organization, WAPDA, Floor No.8, LDA PLAZA, Khalifa Shujah-ud-Din Road, (Egerton Road), Lahore-5, Pakistan.

11) M/s EBAŞCO/AEPES/ITECO, Joint Venture, Floor No. 7, LDA PLAZA, Khalifa Shujah-ud-Din Road (Egerton Road), Lahore-5, Pakistan.

9. BANK PERFORMANCE GUARANTEE

The Contractor shall provide to the Employer within 30 days after notice of award of Contract at its expense, a Bank Performance Guarantee with a Surety or Sureties approved by the Employer. Such Surety or Sureties shall be jointly and severally bound with the Contractor to the Employer for the due performance of the Contract by the Contractor in the amount as specified in Clause-34 Section-I.

The Performance Guarantee shall be issued and shall be valid for a period of 12 months after issue of Final Completion Certificate by the Engineer, but in no event less than the Warranty period stipulated in the Contract. In the event, the Contractor defaults in the performance of its obligations hereunder, the Employer shall, at its option, have the right to direct the Surety or Sureties to pay the Employer for completing the Contract up to the amount of the Guarantee. The Surety or Sureties shall pay the Employer in U.S. Dollars or any other convertible currency acceptable to the Employer.

10. COMPLETION TIME

Time is the essence of the Contract. The Work shall be completed within the time stated in the Schedule of Deliveries (Appendix-F) or such extended time as may be allowed under clause 11 hereunder.

11. FORCE MAJEURE

If, by reason of any one or more of the following events occurring namely:

- a) additional or unforeseen Work,
- b) deviation from the specifications or temporary suspension of Work by direction of the Engineer,
- c) strikes or lockouts,
- d) any peril insured against pursuant to clause 13 hereof,

- e) war or delay caused by war,
- f) vandalism or malicious mischief,
- g) riot or civil commotion,
- h) acts of God,
- i) lawful orders of civil or military authorities,

the Contractor claims that he has been or will be delayed in the progress of the Work, the Contractor may, within two weeks of the happening of any such event, make a written request to the Employer for an extension of time within which to complete the Work or any portion of it. The request shall state the reasons for the delay, and the amount of additional time the Contractor considers necessary. If Employer considers the claim to be valid, it will grant a reasonable extension of time, without thereby prejudicing Employer's rights or in any manner affecting the validity of the Contract. No extension of time shall be granted unless the Contractor makes a written request within two weeks of the happening of such event which is claimed to be the reason for delay.

The Contractor shall not have any further recourse or claim against the Employer, nor shall he have any right of action against the Employer for loss or damage suffered by reason of such delay.

The Contractor and the Employer shall be prompt and diligent to remove all source of interruption or delay in the Work, insofar as each is able to do so.

12. CONTRACTOR'S LIABILITY

Unless otherwise specifically provided in the Contract, the Work shall be and remain at the risk of the Contractor and the Contractor shall make good the loss thereof or damage thereto occurring between the date of the Contract and the date of the completion of the Work in respect thereof, or the date of final payment, whichever shall first occur.

The Contractor shall assume the defence of and shall indemnify and save harmless the Employer from and against all suits, claims and demands which may be brought or made by any person, firm or corporation against the Employer for, or by reason, or on account of labour performed or equipment furnished by the Contractor for the Work.

If at any time, while the Contractor, his officers, servants, agents or employees are executing the Work or making good any breakage, defect or failure in the Work, there shall occur any injury (including loss of life), loss or damage to any persons or property, other than property forming part of the Work, caused by or resulting from defective material, workmanship, manufacture, fabrication, shipment or delivery, or by anything done, or omitted to be done, or

permitted to be done by the Contractor, his officers, agents, servants or employees then the Contractor shall indemnify and save harmless the Employer from and against any and all loss, costs, damages, expenses, suits, claims and demands which the Employer may suffer or be put to or which may be brought or made against the Employer by any person or firm for or by reason, or on account of such injury, loss or damage, or anything relating thereto.

13. INSURANCE

- 1) Without limiting his obligations and responsibilities, the Contractor shall insure in the joint names of Employer and the Contractor against all losses or damages from whatever cause arising for which he is responsible under the terms of the Contract and in such manner that the Employer and the Contractor are covered during the period of the Work:
 - a) The Work to the replacement value of such work executed from time to time.
 - b) The imported equipment to the replacement value plus ten percent against loss or damage to the Work.
- 2) The insurance shall include at least the following risks:
 - a) Fire, smoke, explosion, falling objects, impact by aircraft and ships or land vehicles, lightning, riot, war, the escape of water, flood, act of God, vandalism or malicious mischief, windstorm or hail, and
 - b) collision, upset, overturn, derailment, stranding or sinking of any conveyance of a common carrier by land, air or water in which the Work or any part thereof is being carried including, in case of equipment to be delivered ex-works, overland transportation in Pakistan from the Port of Karachi to the Contractor's works and in case of equipment to be delivered CIF Karachi, from Karachi to Employer's Warehouse or for a period of 90 days after CIF delivery or until an insurance survey (inspection) is made which ever is earlier,
 - c) theft or attempted theft.
- 3) The terms of the insurance shall be such that the adequate replacement or repair of goods to be supplied is secured.
- 4) For Pakistani Suppliers, such insurance shall be effected with Pakistan Insurance Corporation of Pakistan or other Insurers and in terms approved by Employer (which approval shall not be unnecessarily withheld). The Contractor, whenever required by Employer, shall produce the policy or policies of insurance and the receipt for payment of the current premium.

- 5) Should a loss be sustained the Contractor shall replace or repair any loss or damage and complete the Work in accordance with the Contract as soon as possible after such loss or damage without waiting for the settlement of the insurance claim.
- 6) Provided always that without limiting his obligations and responsibilities as aforesaid nothing in this Section shall render the Contractor liable to insure against the necessity for the repair or reconstruction of any equipment or Work constructed with materials or workmanship not in accordance with the requirements of the Contract.

14. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force the insurance referred to in Clause 13 hereof or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case, the Employer may, without prejudice to any other rights or remedies he may have, effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or which may become due to the Contractor or recover the same as debt due from the Contractor.

15. CONTRACTOR TO NOTIFY INSURERS

It shall be the duty of the Contractor to notify the Insurers of any of the insurances referred to in clauses 13 and 14 hereof of any matter or event which by the terms of such insurances are required to be so notified, and the Contractor shall indemnify and keep indemnified the Employer and Engineer against all loss, claims, demands, proceedings costs, charges, and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of this sub clause, whether as a result of the avoidance of any such insurance or otherwise.

16. MARINE INSURANCE

The maritime insurance shall be placed with a United States Company authorized to do business in the United States.

The Supplier shall provide all risk marine insurance on a warehouse to warehouse basis at one hundred ten percent (110%) of the CIF replacement value for each shipment and all loss payment proceeds shall be payable in U.S. dollars.

17. OWNERSHIP OF MATERIALS AND EQUIPMENT

All Work covered by partial payments shall become the sole property of Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all Work for which payments have been made for the restoration of damaged Work, or as a waiver of rights of the Employer to require the fulfilment of all the terms of the Contract.

18. MATERIALS AND WORKMANSHIP

All equipment and materials shall be new and unused and shall be of the respective kinds as described in the Contract and in accordance with the Engineer's instructions. The workmanship shall be in accordance with the best commercial practices for the respective kinds of equipment.

19. QUALITY CONTROL, TESTING, INSPECTION AND REJECTION

- 1) To ensure the manufacture of equipment which will meet the Contract requirements, the Contractor shall institute and follow regular procedures for quality assurance during manufacture. The Contractor shall ensure an independent quality control department which shall be responsible for enforcing the quality assurance programme. Upon award of the Contract, the Contractor, employer and the Engineer shall establish mutually acceptable quality control and inspection procedure
- 2) The equipment shall be subjected to the type, sample and routine tests described in the Specifications and to such other tests as the Engineer may direct at the place of manufacture unless otherwise agreed by the Engineer. The Contractor shall provide all such assistance, instruments, machines, labour and materials as are normally required for carrying out of such tests.

- 3) All works covered by the Contract shall be subject to surveillance, testing and inspection by the Employer, the Engineer and/or Inspector. The Engineer and/or Inspector may require to witness any or all of the tests to be carried out. For such purposes the Contractor shall provide free access at all times during manufacture, assembly and testing to the premises in which the Work is being carried out.
- 4) The Engineer shall furnish to the Contractor a list of tests he requires to be witnessed by the Engineer and/or Inspector. The Contractor shall give a notice of at least 30 days to the Inspector and Engineer for witnessing such test with date, time and place. The Engineer shall give the Contractor at least 24 hours notice in writing or by telex or telegram of his intention to attend the tests.
- 5) The cost of performing any tests shall be borne by the Contractor if such tests are clearly intended by or provided for in the Specification or Schedule of Prices. If any test is ordered by the Employer which is either not so intended or provided for, the cost of such test shall be borne by the Contractor if the test shows the workmanship and materials not to be in accordance with the Contract but otherwise by the Employer.
- 6) In case the equipment fails to withstand any test, the cost of repeating such test and the cost of witnessing such test by the Engineer or the Inspector shall be borne by the Contractor and the equipment released or modified to the satisfaction of the Employer without any additional cost to Employer.
- 7) No materials shall be supplied without release by the Inspector and/or Engineer. In the event of the Inspector and/or Engineer rejecting the equipment or any part thereof which in his opinion is defective or is not in accordance with the Specifications, the same shall not be offered again as part of the equipment unless specifically approved by the Employer.

- 8) Any inspection and/or witnessing of tests or the waiving of such tests and/or surveillance by the Engineer or Inspector shall not relieve the Contractor of his obligations and responsibilities, under the Contract and regardless of any approval or consent given by the Engineer and or Inspector.
- 9) Two copies of all the inspection and test reports and Certificates, including those for quality control, shall be supplied to the Engineer. All such reports and certificates, as have been witnessed shall be countersigned by the Engineer and/or Inspector.

20. ADDITIONS, DEDUCTIONS AND ALTERATIONS

- 1) The Contractor shall, on directions from Employer and subject to AID approval, within six months of award of contract, carry out variations to alter, amend, omit, add to or otherwise vary any of the work and be bound by the same conditions, as though the said variations were stated in the Contract; provided that such variations shall not involve a net increase or decrease in the Contract Price of more than fifteen (15) percent thereof.
- 2) Except as provided in clause 20, 1); addition to, deduction from or alteration in the Work and no amendment or repeal of, and no substitution for any of the terms, conditions, provisions or requirements of the Contract (including without limitation, the terms or payments for, and time for completion of any such addition to, deduction from or alteration in the work) shall be made unless first approved and authorised in writing by the Employer and AID.
- 3) If an addition, deduction or alteration from the Work is approved and authorised in writing by the Employer as aforesaid, the amount of the additional payment by the Employer or credit to Employer shall be as agreed upon by the Contractor and employer and stated in the authorization for the change. Such payment shall be based either on a lump sum or unit prices as indicated in the Schedule of Prices.
- 4) For CIF and Ex-works contracts the Contractor shall provide all components damaged during shipping and inland transportation to Warehouse at his own cost in order to make all units complete. All additional Work shall be performed strictly in accordance with the terms of the Contract insofar as they are applicable thereto.
- 5) The Employer may grant the Contractor such extension of time as the Employer considers reasonable and proper for the completion of Work which is additional to the Work originally contracted to be done by the Contractor.

21. COOPERATION WITH WAPDA'S STAFF

The Contractor shall extend where required all necessary cooperation and impart maximum knowledge to the Employer personnel during the erection, testing and commissioning of the equipment.

22. FAULTY OR DEFECTIVE WORK

- 1) If as a result of inspection, testing or observation at any time during the progress of the Work the Employer shall decide and notify the Contractor in writing that he has executed any unsound or imperfect Work or has supplied any materials inferior in quality and quantity to those specified or in any way fails to conform to the Specifications, the Contractor on receiving details of such defects or deficiencies shall at his own expense, within five (5) days of his receiving the notice proceed to alter, remove or re-execute that part of the Work considered to be defective or deficient within the time specified in the notice. The Employer will have the right to use said equipment until it is replaced or its defect removed, without payment for depreciation, wear or use.
- 2) In the event that the Contractor fails to take remedial action with respect to the defects or deficiencies referred to above within the prescribed period, the Employer shall have the right to employ and pay other to do so or, at its option may take such action itself. All expenses consequent thereon or incidental thereto shall be borne by and shall be recoverable from the Contractor by the Employer.
- 3) The Employer may accept any deficient or defective Work or Work failing to conform to the Specifications, if the Specification so provides in lieu of a penalty or price reduction as may be stipulated in the specifications or as may be agreed by the Employer and the Contractor. The amount of such penalty or price reduction shall be recoverable from the Contractor.
- 4) Any sums or costs recoverable from the Contractor in accordance with paragraphs 20. 2 and 20. 3 above may be deducted by the Employer from any sums due or which may become due to the Contractor or may be recoverable through the Performance Guarantee. Failure by the Employer to make such deduction shall not release the Contractor from payment to the Employer of such costs. The provisions of this paragraph shall be in addition to and not in substitution for other provisions and guarantees under the Contract.

23. COST OF SAMPLES

All samples shall be supplied by the Contractor at his own cost, if the supply thereof is clearly intended by or provided for in the specifications or Schedule of Prices, but if not, then at the cost of Employer.

24. PRICES TO BE FIRM

The prices shall be firm and final and no escalation due to variation of costs of labour and materials or any other matters affecting the cost of execution of the Work shall be allowed.

25. TAXES AND DUTIES

- 1) In the case of contracts for delivery CIF Karachi basis, all taxes, duties or similar impositions including but not limited to customs duty, sales tax and local body charges etc. imposed by the Government of Pakistan and/or its political subdivisions shall be paid by the Employer.
- 2) In the case of contracts with local manufacturers/suppliers for deliveries Ex-Works Pakistan, the Contractor shall be responsible for clearance of imported components and materials required for the Work. Initially, the Contractor shall pay all taxes, duties or similar impositions, including but not limited to; customs duty, sales tax and local body charges etc. imposed by the Government of Pakistan and/or its political subdivisions. The Contractor shall also pay all taxes and duties such as excise duty, sales tax etc., payable on completed goods delivered Ex-Works. All such amounts paid by the Contractor, if not exemptable in accordance with clause 25.3, shall be reimbursed to the Contractor by the Employer.
- 3) In the event that the Employer or the Contractor is eligible for exemption from any taxes, tariffs and/or duties of the Government of Pakistan and/or its political subdivisions, the Contractor shall obtain said exemptions at his own expense. The Employer shall assist the Contractor, as necessary, in obtaining said exemptions. The Employer shall not be liable to reimburse to the Contractor amounts that may be paid by him towards any taxes and duties that are exemptable.
- 4) All taxes and duties levied outside the territory of Pakistan shall be to the account of the Contractor.

26. PAYMENT OF INCOME TAX

Pakistani Suppliers shall be responsible for the payment of all Pakistani Income Tax, Super Tax, and other taxes on income arising out of the Contract, if any, and the rates and prices stated in the priced Bill of Quantities shall be deemed to cover all such taxes.

27. TAX EXEMPTIONS (Not Applicable - Deleted)

28. HOST COUNTRY TAXES

A.I.D. is not permitted to finance identifiable taxes, duties or similar impositions of the Government of Pakistan and/or its political subdivisions or agencies. This requirement applies both to imported goods as well as to "shelf item" goods. Accordingly, unless A.I.D. shall otherwise agree in writing, no A.I.D. funds may be used, nor will they be reimbursed, to pay any identifiable customs duties, taxes, tariffs, or similar impositions of the Government of Pakistan and/or its political subdivisions or agencies.

29. LIQUIDATED DAMAGES FOR DELAY

In case of failure on the part of the Contractor to do the Work within the time stipulated in the Schedule of Deliveries herein, plus any extension thereof granted under the terms of the Contract, the Contractor shall pay the Employer as Liquidated Damages and not as a penalty the sum of 0.05% of the Contract price per day for the Work or part of the Work so delayed. The price of delayed Work shall be the full price of individually described goods listed in the Schedule of Prices for Main Equipment of which the delayed Work may form a part. Such payments shall not exceed the total of 10% of the Contract Price.

30. PAYMENTS WITHHELD

The Employer may, on account of subsequently discovered evidence, withhold or nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments for materials or labour, a reasonable doubt that the Contract can be completed for the balance then unpaid or damage to another Contractor. When the above reasons are removed payment shall be made for amounts withheld because of them without interest or penalty.

31. TERMS OF PAYMENT

1) Foreign Exchange Component:

AID, with the necessary approval of the Employer, and in the manner described herein shall pay to the Contractor the foreign currency components of the Contract Price, adjusted to give effect to such additions thereto and deductions therefrom as are provided for in this Contract.

2) Local Currency Component:

Rupee payments to Pakistani Suppliers will be made by the Employer (WAPDA).

1. Schedule of Payment

a) For Imported Equipment

The foreign exchange component of the Contract Price will be paid under an AID Letter of Commitment to be established in favour of the Contractor. Payment shall be made in accordance with the following schedule:

- Eighty (80) percent shall be paid against submission of shipping documentation as specified in Clause 31, 2) and Inspection Certificate issued by the Representative of the Employer and/or Engineer.
- Balance Twenty (20) percent shall be paid 90 days after last shipment of Equipment under the Contract is received at Karachi against submission of invoices and documentation duly certified by the Employer and Engineer.

b) For Equipment Delivered Ex-Works in Pakistan

- i) Ninety (90) percent of foreign currency component and local currency component on delivery of materials and equipment Ex-Works and on submission of Goods Received Note and the Inspection Certificate.
- ii) Balance ten (10) percent of foreign currency component and local currency component 3 months after completion of the supply and authorization by WAPDA.

2. Documentation Required for Payment

Each interim statement and the final statement for the Foreign Exchange Component of payments must be accompanied by the following documentation:-

- a) The Contractor's invoice (one copy) describing the services performed and identifying the section in the Contract which contains the terms of payment.
- b) For each shipment of Equipment during the period covered by the request for payment:
 - i) A copy or photostat of the bill of lading (ocean, charter party, airway, barge, or truck) or parcel post receipt evidencing shipment from the source country or a free port of lading shall indicate the carrier's complete statement of charges including all relevant weights, cubic measurements, rates, and additional charges, whether or not freight is financed by AID.
 - ii) Where shipment is effected from a free port or bonded warehouse, a copy of the bill of lading, bearing a notation of the freight costs, covering shipment from the source to the free port or bonded warehouse and, if the free port or bonded warehouse is located within Pakistan, accompanied by a delivery receipt evidencing release from the free port or bonded warehouse to the Contractor. The date of the delivery receipt will be considered as the shipment date for the transaction and therefore must be dated within such delivery period as may be specified in the AID Letter of Commitment.
- c) The Contractor's Certificate and Agreement with the Agency for International Development, Contractor's Invoice and Contract Abstract, Form USAID 1450-4 shall be prepared in accordance with instructions thereon.
- d) A certificate, signed and dated by the Employer (if formally authorized), as follows:-

- 1) For partial payments: "The Borrower/Grantee Certifies that (1) the services or Equipment for which payment is requested have been satisfactorily performed (delivered); (2) the payment requested is in accordance with the terms of the Contract and (3) appropriate deductions will be made from final payment in the event of disallowance of costs not reimbursable under the terms of Contract."
- 11) The final payment: "The Borrower/Grantee Certifies that the services or Equipment for which final payment is invoiced meets in all respects the specification prescribed in the covering contract, and the amount invoiced is properly due and payable under the terms of the Contract."
- e) Properly completed Public Voucher No. US SF1034 shown in Section II APPENDIX-L. The Public Voucher for Purchases and Services other than Personal is to be submitted in an original and three copies by the contracting agency under Direct Reimbursement or by the Supplier under Direct Letter of Commitment.
- f) If the Contract has been terminated pursuant to the provisions herein, the claim for termination costs shall be accompanied by:
 - 1) Written justification by the Contractor supporting in detail the claimed charges.
 - 11) Either written concurrence by the Employer to the Contractor's claim or a certified copy of an arbitration award.

32. PAYMENT IN THE EVENT OF CANCELLATION

In the event that the Contract is cancelled, in accordance with clause 36 hereafter, the Employer will pay to the Contractor as soon as is practicable the amount, if any, payable to the Contractor.

33. PACKING, SHIPPING AND MARKING

- 1) The cost of packing for transport of all material and equipment to be delivered CIF Karachi or Ex-Works in Pakistan shall be included in the Contract Price.
- 2) After final tests have been carried out, the Contractor shall arrange shipment of imported material and equipment from the factory to port of Karachi.
- 3) If due to causes beyond the Contractor's control or on advice of the Employer, the Contractor cannot despatch materials and equipment within one month after he has notified the despatch, the Contractor shall arrange at his own cost proper storage and insurance of such materials and equipment which shall be prepared and packed in a manner to protect them against damage in storage, corrosion and fungus growth.

- 4) All equipment whether to be delivered CIP Karachi or Ex-Works in Pakistan shall be packed so as to guarantee safe transportation of equipment under any conditions and limitations which may be encountered. The manner of packing shall be such that it protects the equipment against breakages, damages and losses, from the factory until its arrival at its final destination in Pakistan. The packing will be considered satisfactory if the equipment arrives in sound condition at its destination.
- 5) The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.
- 6) Each crate, case box, package or bundle shall have labels and or tags made from strong waterproof material and marked in indelible and nonfading ink securely attached thereto. These labels or tags shall indicate, as a minimum, the name of manufacturer, the type of equipment or component and the quantity it contains so that it can be easily checked upon delivery. Each crate or box shall include, packing list, installation instructions, operating instructions and spare parts catalogue.
- 7) Each package delivered under the Contract shall be consecutively numbered and shall also be marked with a code number or other identification to be approved by the Employer so that various components of an equipment which are shipped disassembled and which may not be inter-changeable can be identified collected and stored at site together. Additional information and or colour codings that may reasonably be required by the Employer to facilitate identification, shipment to stores or site handling and storage will also be provided.
- 8) All containers, crates, cases, packages or bundles shall be painted with USAID Handclasp symbol.
- 9) In addition to labels and markings indicated above, all packages, cases or boxes shall be clearly and boldly marked on two opposite sides and on the top as follows:

CONSIGNEE	Chief Resident Representative, WAPDA, 152/J2, P.E.C.H. Society, Karachi-29, PAKISTAN
ULTIMATE CONSIGNEE	_____
DESTINATION	_____
CONTRACT NO.	_____
NAME OF PROJECT	<u>USAID RURAL ELECTRIFICATION</u> <u>PROJECT NO. 391-0473</u> <u>COMPONENT 3</u>

WEIGHTS AND DIMENSIONS _____

SERIAL NUMBER _____

CODE NUMBER _____

WAPDA INSCRIPTION

PAKISTAN WATER AND POWER
DEVELOPMENT AUTHORITY
OR WAPDA

The name of ultimate consignee and the destination will be supplied by the Employer.

- 10) All boxes weighing in excess of 500 kilograms shall be adequately marked for stringing and lifting. Whenever necessary, the boxes shall be provided with lifting hooks attached by means of vertical rods secured to strong bottom supports. In cases where the Inspector deems it necessary, he will inspect the packing prior to despatch.
- 11) On the day a shipment leaves the Port of Export, the Contractor shall notify the Chief Resident Representative WAPDA, Karachi and Chief Engineer (REO), WAPDA Lahore and distribute documents by air mail as follows:
- a) to the: WAPDA Chief Resident Representative
152/J-2, P.E.C.H. Society
Karachi-29, PAKISTAN.
- i) Original and four copies of Commercial Invoice.
 - ii) Original and four copies of Packing List.
 - iii) Original and four copies of Inspection Report.
 - iv) Original and four copies of Inland Bill of Lading.
 - v) Original and four copies of Insurance Certificate.
 - vi) Original and four copies of Warranty Certificate.
- b) to the: Chief Engineer (RBO)
The Pakistan Water and Power Development Authority
Floor No.8, LDA PLAZA,
Khalifa Shujah-ud-Din Road,
(Egerton Road)
Lahore - 5, Pakistan
- i) One copy of Commercial Invoice.
 - ii) One copy of packing List.

- iii) One copy of Inspection Report.
- iv) One copy of Inland Bill of Lading.
- v) One copy of Warranty Certificate.

The Inland Bills of Lading shall show the following:

- a) Supplier's name _____
- b) Consigned to the M/V _____
- c) Sailing Appox. _____
- d) Lot Nos. and Project name, etc. _____
- e) Port of Discharge _____
- f) Steamship Contract No. _____

c) To The: Chief Engineer (Design), Distribution,
WAPDA,
Floor No. 8, LDA PLAZA,
Khalifa Shujah-ud-Din Road,
(Egerton Road),
Lahore - 5, Pakistan.

i) One copy of the packing list.

d) Packing list and signed copies of Dock Receipts or On Board Ocean Bills of Lading shall be obtained by the Contractor and the following copies made:

i) Five copies to:

Chief Resident Representative,
WAPDA,
152/J-2, P.E.C.H. Society,
Karachi - 29, Pakistan.

ii) One copy to:

Chief Engineer, Rural Electrification Organization,
WAPDA,
Floor No. 8, LDA PLAZA,
Khalifa Shujah-ud-Din Road,
(Egerton Road),
Lahore - 5, Pakistan.

54

One copy to:

- iii) M/s EBASCO/AEPES/ITECO, Joint Venture,
Floor No. 7, LDA PLAZA,
Khalifa Shujah-ud-Din Road,
(Egerton Road)
Lahore - 5, Pakistan.
- iv) U.S. Department of Transportation
Maritime Administration Division
of National Cargo
400 Seventh St. S.W.
Washington, D.C. 20590
- v) Office of Commodity Management
Transportation Support Division
Agency for International Development
Washington, D.C. 20523
- vi) USAID - Islamabad
Chief, Office of Energy & Environment
Department of State
Washington, D.C. 20520
- vii) USAID - Islamabad
PDM/PCO
Department of State
Washington, D.C. 20520
- viii) USAID - Islamabad
EXO/CCU
Department of State
Washington, D.C. 20520
- ix) USAID - Karachi
M. Anwar, Liaison Officer
Department of State
Washington, D.C. 20520

All documents shall bear the following information:

Contract No.
Weight and Dimensions.
Serial No. of Packages.
WAPDA Inscription.

12) One the day a shipment leaves the Port of Export, the Contractor shall issue notification by telex of shipment and shipping documents to:

- a) WAPDA Chief Resident Representative
152/J-2, P.E.C.H. Society
Karachi-29, Pakistan
Telex No. 24392 WAPDA PK

b) Chief Engineer (REO)
WAPDA
Floor No. 3, LDA Plaza
Khalifa Shu-jah-ud Din Road
Egerton Road
Lahore-5, Pakistan
Telex No. 44869 WAPDA PK

- 13) In case the despatch of documents (ref; III, 33, 11) is delayed by the Contractor, any demurrage/wharfage charges that may become payable by the Employer, as a result of the late receipt of said documents shall be recoverable from the Contractor.
- 14) For delivery of equipment Ex-Works in Pakistan, the Contractor shall submit a Goods Received Note along with documents.
- 15) There are limitations for clearance and shipment on rail tracks, over bridges and road. The limitations of transportation, handling and road conditions for oversized consignments are where relevant stated in the Specifications. The Contractor shall design the materials, equipment and their packing so that the same could be transported to various sites under such conditions.

34. WARRANTY

- 1) The Contractor shall guarantee that the materials used in the manufacture of goods are new and according to the latest international practice and standards and the best of their respective kinds for the service intended and that all items will be free from defects in design, workmanship, and materials and that all equipment in its several parts will operate successfully in accordance with the requirements referenced in or contained in the specifications.
- 2) The Contractor shall be responsible for the replacement of parts that have developed defects, in the equipment or material of works under proper use and arising solely from faulty design, material or workmanship.
- 3) If within twelve (12) months after erection or twenty four (24) months after delivery of Equipment at Karachi/Ex-works in Pakistan, whichever may be earlier, the Equipment or part hereof becomes broken or defective or fails due to faulty or improper design, material, workmanship, manufacture, abrasion, shipment or delivery, or fails to meet the requirement(s) of the Contract, then the Contractor, upon notification in writing from Employer, shall forthwith make good every such breakage, defect or failure without cost (including without limitation transportation cost, customs duties, and sales taxes) to Employer.

4) If after such notification the Contractor shall make default or delay in diligently commencing, continuing and completing the making good of such breakage, defect or failure in a manner satisfactory to Employer then the Employer may proceed to do so and to place the Work in good operating condition in accordance with the Contract and the Contractor shall be liable for all costs, charges and expenses incurred by Employer an amount equal to such costs, charges and expenses incurred by Employer in connection therewith and shall forthwith pay the employer an amount equal to such costs charges and expenses upon receipt of invoice therefore certified correct by the Employer.

The Contractor's liability under this section shall be in addition to any warranty or condition implied by law as to the quality, design or fitness of the Equipment for any particular purpose and save as in this section expressed.

35. NC WAIVER OR LEGAL RIGHT

Neither the payment for nor acceptance of the whole or part of the Work by the Employer nor any extension of time nor the withholding of payments, nor any possession taken by the Employer, nor the termination of employment of the Contractor shall operate as a waiver of any portion of the Contract or any power therein reserved or any right therein provided.

36. CANCELLATION OF CONTRACT

The Contractor shall execute the Work with all skill and diligence so as to complete the Work according to the Schedule of Delivery. If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed for his Insolvency, or if the Contractor, in the opinion of the Employer and/or Engineer, is neglecting or is unable to provide adequate plant and/or equipment or is failing to comply with the Contract, the Specifications or Drawings, then the Employer will notify the Contractor that if he does not remedy the particular fault within fifteen (15) days of receiving of such notice the Employer may, at its option, declare the Contract cancelled and thereupon the Employer shall be released from the Contract and the Contractor shall immediately discontinue the Work.

The Employer may, at its option, enter into possession of all or any part of the Work that is incompleted wherever situated. The Employer may cause the Work to be proceeded in any manner it thinks fit. The Contractor shall be liable to the Employer for all loss, damage and cost (other than consequential damages) which the Employer may suffer because of the Contractor's non-completion of the Work and the cancellation of the Contract and may deduct the amount of such loss, damage and cost from any money due or to become due to the Contractor and may recover the balance from the Contractor or the balance of such loss, damage and cost may be recoverable through the Bank Performance Guarantee. The Employer shall not be liable for any loss or damage (including anticipated profits) incurred by the Contractor by reason of the cancellation of the Contract.

37. PATENTS

All fees or royalties for patented inventions, equipment or materials that may be used in any manner connected with the Work, or any part thereof shall be included in the price mentioned in the Tender.

The Contractor shall protect and hold harmless the Employer against any and all claims or litigation by reason of infringement of any patent rights on any materials or equipment furnished by the Contractor.

38. SETTLEMENT OF DISPUTES (ARBITRATION)

In the event of any question or dispute arising under or in connection with the Contract (except as to any matter the decisions of which is especially provided for in the Contract) the same shall be referred in writing within 90 days to the award of a sole Arbitrator agreed to by both the parties or failing such agreement, to the award of two Arbitrators one to be nominated by the Contractor and one to be nominated by the Employer or in case of the said two Arbitrators not agreeing between themselves, then to the award of an Umpire to be appointed by the said two Arbitrators, in writing before proceeding on the reference. The decisions of the sole Arbitrator or as the case may be of the two Arbitrators, or in the event of their not agreeing, of the Umpire so appointed by them shall be final and binding on the parties. In the event of disputes involving non-Pakistani Contractors, the rules of Conciliation and Arbitration of the International Chamber of Commerce shall be deemed to apply and be incorporated in this Contract. In the event of disputes involving Pakistani Contractors, the provisions of the Pakistan Arbitration Act, 1940 and of the rules made thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in the Contract. Upon every and any such reference, the assessment of costs incidental to the reference and award respectively shall be at the discretion of the sole Arbitrator, the two Arbitrators or the umpire as the case may be. Work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or from either party by or to the other, shall be withheld on account of such proceedings. Reference to arbitration as aforesaid shall be condition precedent to any other action at law. The venue of arbitration shall be at Lahore, Pakistan.

39. NOTICES

Every notice which may require to be given or served pursuant to the Contract, shall be in writing, dated and signed by the party giving the same. Notices to the employer may be given or served by personal service on the Chief Engineer, Rural Electrification Organization, WAPDA, Floor No. 8, LDA Plaza, Khalifa Shujah-ud-Din Road (Egerton Road), Lahore-5, Pakistan or by forwarding same by registered mail, postage prepaid. Notices to the Contractor may be

given or served by personal service or on an officer of the Contractor, or by sending the same by registered mail, postage prepaid, addressed to the Contractor at the Contractor's principal place of business or registered office.

40. AMENDMENT

Modification of the terms of this contract shall be made by amendment signed by the Employer and Contractor. Any amendments including letter amendments, which increase the Contract amount or extend the completion date of the Contract shall be approved by AID.

41. LAW GOVERNING CONTRACT

The Contract is subject to and shall be construed in accordance with the law prevailing in the Islamic Republic of Pakistan.

The Contractor shall conform in all respects with the provisions of all Central, Provincial and Local laws, Regulations or Orders or other Laws for the time being in force in Pakistan or elsewhere including all Regulations and By-Laws of any local or other duly constituted authority within Pakistan or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works (which are herein referred to as "State Laws") and shall give all notices and pay all fees required to be given or paid thereby and shall keep the Employer/Engineer indemnified against all penalties and liability of any kind for breach of any of the same. Provisions to the like effect as those contained in this clause shall be incorporated in all Subcontracts.

42. FINAL COMPLETION CERTIFICATE

1. No certificate or action by the Employer other than this final completion certificate referred to in subclause 2) of this Clause shall be deemed to constitute approval of which it is issued or shall be taken as an admission of due performance of the Contract or any part thereof of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
2. If the work has been completed to the satisfaction of the Engineer, the Contract shall not be considered as completed until a Final Completion Certificate shall have been signed by the Engineer and delivered to the Employer stating that the Works have been finally completed to his satisfaction. The Final Completion Certificate shall be given by the Engineer twenty-eight (28) days after the expiration of the Guarantee Period (or if different Guarantee Periods shall become applicable to different parts of the work, the expiration of the latest of such periods) or as soon thereafter as any works due to be made good pursuant to Clause 34 hereof shall have been completed to the satisfaction of the Engineer.

SECTION IV

CONDITIONS OF
PARTICULAR APPLICATION

SECTION IV

CONDITIONS OF PARTICULAR APPLICATION

These Conditions of Particular Application elaborate upon, modify, and supplement the Conditions of Contract (Section-III) as provided herein:-

1. DELIVERY SCHEDULE

The Contractor shall within 20-days commence Work upon being awarded the Contract and shall complete delivery of Equipment in accordance with the following schedule:-

i) The Contractor shall provide drawings as specified in Section III Clause 8, 4) of Conditions of Contract hereof not later than 30-days after the award of Contract.

ii) The supply of equipment called for in the Contract Documents shall be delivered at the Port of Karachi or Ex-works Pakistan within time specified below:-

<u>Package No.</u>	<u>Lot Nos.</u>	<u>Delivery From the date of award of Contract</u>
1	1	52 weeks
2	1	52 weeks
3	1	52 weeks
4	1,2	52 weeks
5	1	52 weeks
6	1,2,3,4	52 weeks
7	1,2,3,4,5	52 weeks
8	1,2,3,4,5,6,7,8,9	52 weeks
9	1,2	52 weeks
9	3	52 weeks
10	1,2,3,4,5,6,7	52 weeks
11	1,2,3	52 weeks
12	1	52 weeks

2. SCHEDULE

TIME IS OF THE ESSENCE in this Contract and, as such, progressive completion of the Contract by the dates mentioned in the Tender documents, or by the dates mutually agreed upon at the time of signing of the Contract or such extended dates as may be allowed under the Contract shall be binding upon the Contractor.

The schedule dates should not be later than those in the following tabulation:

Package No. Lots	Notice of Award (NOA)	Receipt of Bank Performance Guarantee	Commence Work	Submit Drawings & Data For Engineering Approval	Drawing & Data Approval	Delivery CIF or Ex-Works	
						Start Days After NOA	Finish
1 1	18 Dec 85	16 Jan 86	07 Jan 86	19 Jan 86	18 Feb 86	180 Days	18 Dec 86
2 1	18 Dec 85	16 Jan 86	07 Jan 86	19 Jan 86	18 Feb 86	180 Days	18 Dec 86
3 1	16 Dec 85	15 Jan 86	05 Jan 86	15 Jan 86	16 Feb 86	180 Days	16 Dec 86
4 1,2	16 Dec 85	15 Jan 86	05 Jan 86	15 Jan 86	16 Feb 86	180 Days	16 Dec 86
5 1	16 Dec 85	15 Jan 86	05 Jan 86	15 Jan 86	16 Feb 86	180 Days	16 Dec 86
6 1-4	17 Dec 85	16 Jan 86	06 Jan 86	16 Jan 86	17 Feb 86	180 Days	17 Dec 86
7 1-5	18 Dec 85	16 Jan 86	07 Jan 86	19 Jan 86	18 Feb 86	180 Days	18 Dec 86
8 1-9	18 Dec 85	16 Jan 86	07 Jan 86	19 Jan 86	18 Feb 86	180 Days	18 Dec 86
9 1-3	18 Dec 85	16 Jan 86	07 Jan 86	19 Jan 86	18 Feb 86	180 Days	18 Dec 86
10 1-7	17 Dec 85	16 Jan 86	06 Jan 86	16 Jan 86	17 Feb 86	180 Days	17 Dec 86
11 1-3	17 Dec 85	16 Jan 86	06 Jan 86	16 Jan 86	17 Feb 86	180 Days	17 Dec 86
12 1	17 Dec 85	16 Jan 86	06 Jan 86	16 Jan 86	17 Feb 86	180 Days	17 Dec 86

b2

3. SHIPMENT

- 1) The Contractor shall ship the Equipment on CIF Karachi basis. The stipulations made hereinafter under Article (5)(b) of Section IV will be adhered to for the transportation of goods.

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT REQUIREMENTS

The following provisions are included in these Conditions of Particular Application to comply with the requirements for a Project financed under the United States Agency for International Development (AID).

4. LIMITATION OF FUNDS

AID shall not be obligated to pay to the Contractor for amounts incurred in excess of the funds committed to the Contract, and the Contractor shall not be obligated to continue performance under the Contract (including actions under the Termination Clause) or otherwise to incur costs in excess of said amount until AID shall have notified the Contractor or Employer in writing that such commitment has been increased and shall have specified in such notice the amount of commitment to this Contract. No notice, communication, or representation in any other form or from any agency other than AID shall affect the amount so committed.

In the absence of the specified notice, AID shall not be obligated to pay to the Contractor any amounts in excess of those committed to the Contract, whether those represent costs incurred during the course of the Contract or as a result of termination. When, and to the extent that the committed amount has been increased, any payment otherwise due the Contractor or Employer in excess of the committed amount prior to such increase shall be payable to the same extent as if such amount had been payable after the increase.

5. LEGAL EFFECT OF AID APPROVALS AND DECISIONS

The parties hereto understand that the Contract has reserved to AID certain rights such as, but not limited to, the right to approve the terms of this Contract, the Contractor, and any or all plans, reports, specifications, Subcontracts, Tender Documents, drawings, or other documents related to this Contract, and the project of which it is part. The parties hereto further understand and agree that AID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure that proper use of United States Government funds, and that any decision by AID to exercise or refrain from exercising these approval rights shall be made as a financier to the course of financing this project and shall not be construed as making AID a party to the Contract. The parties hereto understand and agree that AID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibilities or liability to the parties jointly or to any of them. Any approval (or failure to disapprove) by AID shall not bar the Employer from asserting any right, or relieve the Contractor of any liability which the Contractor might otherwise have to the Employer or AID.

6. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate in recruitment or employment conditions of personnel hired in the United States because of race, religion, colour, sex, or national origin and is in compliance with its equal employment opportunity obligations under Executive Order 11246 dated September 24, 1965.

7. NATIONALITY, SOURCE, AND CARGO PREFERENCE

1) Eligibility for AID Financing

Unless otherwise specified below in subparagraphs (4) Motor Vehicles, (5) Source of Delivery Services, (6) Source of Marine Insurance, or (7) Local Currency Procurement, or clause (9) Air Travel and Transportation, in order to be eligible for AID financing, all goods and services provided by the Contractor or any Subcontractor under this Contract shall have their Nationality, Source, and Origin in the United States or Pakistan. However, the source rule does not apply to goods owned by the Contractor prior to bid opening.

Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, Contractors, Subcontractors, or agents in connection with AID-financed contracts for goods or services. However, non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible.

2) Definitions

a) Source

"Source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

b) Origin

The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is substantially different in basic characteristics or in purpose or utility from its components.

c) Componentry

"Components" are the goods that go directly into the production of a produced commodity. AID componentry rules for commodities produced in eligible countries are as follows:-

- i) If the commodity contains no imported component, it is eligible for financing under the Contract.
- ii) Unless otherwise specified, components from the U.S., other countries included in AID Geographic Code 941, and the cooperating country may be utilized in unlimited amounts, regardless of the geographic code authorized.
- iii) Unless procurement is authorized from countries included in AID Geographic Code 899, components from free world countries not included in AID Geographic Code 941 are limited according to the following rules:
 - I. They are limited only if they are acquired by the producer in the form in which they were imported.
 - II. The total cost of such components to the producer of the commodity (delivered at the point of production of the commodity) may not exceed 50 percent of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by AID).

III. AID may prescribe percentages other than 50 percent for specific commodities.

iv) Any component from a country not included in Code 935 makes the commodity ineligible for AID financing.

3) Nationality

a) Suppliers of Commodities

A supplier providing goods must fit one of the following categories to be eligible for AID financing:-

1. An individual who is a citizen or, except as provided in paragraph (1) above, a legal resident of a country or area included in the authorized geographic code;
2. A corporation or partnership organized under the laws of a country or area included in the authorized geographic code;
3. A controlled foreign corporation; i.e. any foreign corporation of which more than 50 percent of the total combined voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code, 26 U.S.C. 957; or
4. A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which fit any of the foregoing categories.

Nationality rules do not apply to suppliers of incidental services related to the procurement of equipment. Incidental services are defined as the installation or erection of AID-financed equipment, or the training of personnel in the maintenance, operation, or use of such equipment.

b) Suppliers of Services

1. Privately Owned Commercial Suppliers

An individual or a privately owned commercial firm is eligible for financing by AID as a Subcontractor providing services only if the criteria in subparagraphs 'a', 'b' or 'c' below are met and, in the case of the categories described in 'b' and 'c', the certification requirements in subparagraph 'd' are met.

- a. The supplier is an individual who is a citizen of and whose principal place of business is in a country or area included in the authorized geographic code or a non-U.S. citizen lawfully admitted for permanent residence in the United States whose principal place of business is in the United States.

b. The supplier is a privately owned commercial (i.e., for profit) corporation or partnership that is incorporated or legally organized under the laws of a country or area included in the authorized geographic code, has its principal place of business in a country or area included in the authorized geographic code, and meets the criteria set forth in either subparagraph (i) or (ii) below:

i) The corporation or partnership is more than 50 percent beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code. In the case of corporations, more than 50 percent of each class of stock is owned by such individuals; in the case of partnerships, "more than 50 percent beneficially owned" means that more than 50 percent of each category of partnership interest (e.g., general, limited) is owned by such individuals. (With respect to stock or interest held by companies, funds, or institutions, the ultimate beneficial ownership by individuals is controlling).

ii) The corporation or partnership:

I) has been incorporated or legally organized in the United States for more than 3 years prior to the issuance date of the invitation for bids or request for proposals, and

II) has performed within the United States similar administrative and technical, professional, or construction services under a contract or contracts for services and derived revenue therefrom in each of the 3 years prior to the date described in the preceding paragraph, and

III) employs United States citizens in more than half its permanent full-time positions in the United States and

IV) has the existing capability in the United States to perform the Contract.

c. The supplier is a joint venture or unincorporated association consisting entirely of individuals, corporations, partnerships, or nonprofit organizations which are eligible under 1a or 1b, above, or 2 below.

d. A duly authorized officer of a firm or nonprofit organization shall certify that the participating firm or nonprofit organization meets either the requirements of subparagraphs b(1) or b(1i), or 2. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of subparagraph b.(1), the certifying officer may presume citizenship on the basis of the stockholder's record address, provided the certifying officer certifies, regarding any stockholder (including any corporate fund or institutional stockholder) whose holdings are material to the corporation's eligibility, that the certifying officer knows of no fact which might rebut that presumption.

2. Nonprofit Organizations

Nonprofit organizations, such as educational institutions, foundations, and associations, are eligible for financing by AID as contractors or Subcontractors for services if they meet all of the criteria listed in subparagraphs a, b, and c below, and the certification requirement in 1d above is met.

Any such information must:

- a. Be organized under the laws of a country or area included in the authorized geographic code; and
- b. Be controlled and managed by a governing body, a majority of whose members are citizens of countries or areas included in the authorized geographic code; and
- c. Have its principal facilities and offices in a country or area included in the authorized geographic code.

3. Government-Owned Organizations

Firms operated as commercial companies or other organizations (including nonprofit organizations other than public education institutions) which are wholly or partially owned by governments or agencies thereof are not eligible for financing by AID as Subcontractors, except if their eligibility has been established by a waiver from AID.

4. Joint Ventures

A joint venture or unincorporated association is eligible only if each of its members is eligible in accordance with (b)1, 2, or 3 above.

c) Nationality of Employees under Contracts and Subcontracts for Services

The nationality policy of subparagraph (b), above, does not apply to the employees of Contractors or Subcontractors that have demonstrated capability to undertake the proposed activity, but all contractor and Subcontractor employees engaged in providing services under AID-financed contracts must be citizens of countries included in AID Geographic Code 935 or Non-U.S. citizens lawfully admitted for permanent residence in the United States.

4) Motor Vehicles

Not Applicable

5) Source of Delivery Services

a) With respect to ocean or air freight, "Source" means the flag of the vessel, carrier or aircraft.

b) Ocean Freight

1. Not less than fifty percent of the gross tonnage of all goods transported to the host country on ocean vessels for use in connection with this Contract shall be transported on privately-owned United States flag commercial vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) to the extent such vessels are available at fair and reasonable rates for United States flag Commercial vessels. In addition, at least fifty percent of the gross freight revenue generated by all shipments and transported to the host country on dry cargo liners shall be paid to or for the benefit of privately-owned United States flag commercial vessels. The equipment and materials to which this requirement applies do not include (i) goods which were owned or leased by the Contractor prior to bid opening, (ii) any other goods the procurement of which was not directly or indirectly financed by AID, or (iii) shelf items or consumables purchased in the host country. This requirement applies whether or not AID finances transportation.
2. Goods which are not required to be transported on U.S. flag commercial vessels may be transported on vessels under flag registry of Pakistan, except as AID may otherwise agree in writing. If AID determines either that there are no vessels under flag registry of Pakistan generally available for ocean transportation, or that Pakistan has no access to US flag service, AID, with the approval of the Government of Pakistan, may agree to finance costs on vessels under flag registry of any other country included in AID Geographic Code 941.
3. When shipment is made under a true bill of lading issued by a eligible flag carrier, AID will finance costs incurred on vessels under flag registry of any free world country if the costs are part of the total cost paid to the eligible flag carrier.
4. The Contractor shall mail a copy of the Ocean Bill of Lading to the U.S. Maritime Administration, Cargo Preference Control Center, Commerce Building Washington, D.C. 20235.

c) Air Freight

The source requirements for air carriers are set forth in the clause of this Contract entitled, "Air Travel and Transportation," (Section IV, Clause 9).

d) The Contractor shall not ship equipment, material, or other goods procured for the performance of this Contract on any ocean or air carrier which has been chartered for the carriage of such items until the Contractor has received written notice from the Contracting Agency that the charter has been approved by AID.

6) Source of Marine Insurance

a) In the case of insurance, "source" means the country in which such insurance is placed. Insurance is placed in a country if payment of the insurance premium is made to, and the insurance policy is issued by, an office located in the country.

b) Insurers only in the United States may be used.

7) Local Currency Procurement

a) Indigenous Goods

Goods which have been mined, grown, or produced in the cooperating country through manufacture, processing, or assembly are eligible for financing under this Contract. Goods produced with imported components must result in a commercially recognized new commodity that is substantially different in basic characteristics or in purpose or utility from its components in order to qualify as indigenous.

b) Shelf Item Procurement

Goods which are normally imported into the host country and kept in stock in the form in which imported for commercial resale to meet a general demand in the host country shall be deemed of host country source for purposes of financing under this Contract, subject to the following:-

i) Shelf Items Imported from Code 941 Sources

Shelf items are eligible for financing under this Contract, if they have been produced in and imported from a country included in Code 941.

i) Shelf Items Imported from Other Free World Sources

Shelf items having their source and origin in countries in Geographic Code 899, but not in Geographic Code 941, are eligible for financing if the price of one unit does not exceed \$5,000. For goods sold by units of quantity, e.g., tons, barrels, etc, the unit to which the local currency equivalent of \$5,000 is applied is that which is customarily used in quoting prices. The total amount of imported shelf item purchases from free-world countries other than Code 941 may not exceed \$25,000 or 10 percent of the total local costs financed by AID for the project, whichever is higher; however, in no case may the total amount of such purchases exceed \$250,000 without first obtaining a specific geographic source waiver. Procurements in excess of the limits specified in this paragraph may be authorized only as source waivers.

iii) Shelf Items Imported from Nonfree World Sources

Imported shelf items produced in or imported from countries not included in Geographic Code 899 are ineligible for AID financing.

8. AUDIT AND RECORDS

- 1) The Contractor shall maintain books, records, documents and other evidence and shall apply consistent accounting procedures and practices sufficient to reflect properly all transactions under or in connection with the Contract. The foregoing constitute "records" for the purpose of this clause.
- 2) The Contractor shall maintain such records during the Contract term and for a period of 3 years after final payment. However, records which relate to disputes under the "Settlement of Disputes" clause or litigation or settlement of claims arising out of the performance of this Contract shall be retained until such disputes, litigation, or claims have been finally settled.
- 3) All records shall be subject to inspection and audit by the Employer (or its authorized agents) at all reasonable times. The Contractor shall afford the Employer proper facilities for such inspection and audit.

The Contractor further agrees to include in all its Subcontracts hereunder a provision that the Subcontractor agrees that the Employer or any of its authorized agents, shall, until the expiration of 3-years after final payment under the Subcontract, have access to and the right to examine any records of such Subcontractor involving transactions related to the Subcontract.

9. AIR TRAVEL AND TRANSPORTATION

- 1) If AID finances air transportation, the Contractor shall utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carrier is available, in accordance with the following criteria:-
 - a) Passenger or freight service by a U.S. flag air carrier is considered available even though:-
 - i) Service by a non-U.S. flag air carrier can be paid for in excess foreign currency, or
 - ii) Service by a non-U.S. flag air carrier is preferred by the Contractor or traveler needing air transportation, or
 - iii) Service by a non-U.S. flag air carrier is more convenient for the Contractor or traveler needing air transportation.
 - b) Passenger service by a U.S. flag air carrier will be considered to be unavailable:-
 - i) When U.S. flag air carrier offer only first-class service and less than first-class service is available from non-U.S. flag air carriers, or
 - ii) When the traveler, while enroute, has to wait 6-hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or
 - iii) When any flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6-hours or more for refueling, reloading, repairs, etc, and no other flight by a U.S. flag air carrier is available during the 6-hours period, or
 - iv) When by itself or in combination with either U.S. flag or non-U.S. flag air carrier (if U.S. flag air carriers are unavailable), it takes 12 or more hours longer from the origin airport to the destination airport to accomplish the mission than would service by a non-U.S. flag carrier or carriers.
 - v) When the elapsed travel time on a scheduled flight from origin to destination airports by non-U.S. flag air carrier(s) is 3-hours or less and service by U.S. flag air carrier(s) would involve twice such scheduled travel time.

- 2) In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, it will include a certification on vouchers involving such transportation which is essentially as follows:-

CERTIFICATION OF UNAVAILABILITY OF U.S.
FLAG AIR CARRIERS

"I hereby certify that transportation service for personnel (and their personal effects) or property by U.S. flag air carrier was unavailable for the following reasons:-

(state reasons)"

- 3) The terms used in this clause have the following meanings:-
- a) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places, both of which are outside the United States.
- b) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories, and one or more foreign countries.
- 4) The Contractor shall include the substance of this clause (including this subparagraph-4) in each Subcontract or purchase order hereunder, which may involve international air transportation.
- 5) If AID finances air travel, and where it is statutory for AID to finance such portion in Rupees, the Contractor may be required, at the time of award, to identify those activities and amounts in order that such amount may be financed in Rupees in lieu of U.S. Dollars.

10. MARKING

- 1) The Contractor shall be responsible for assuring that all commodities to be furnished under this Contract and their shipping containers carry the official AID emblem and for correctly marking goods and shipping containers. Emblems shall be affixed by metal plates, decal, stencil, label, tag or other means depending upon the type of commodities or shipping container and the nature of the surface to be marked.

- 2) The emblem placed on the commodities shall be as durable as the trademark, company or brand name affixed by the manufacturer and the emblem on each shipping container must be affixed in a manner which assures that it will remain legible until the container reaches its destination. Such containers shall display the last set of digits of the identification number of the pertinent implementing document in characters equal in height to the shipper's marks.

11. HOST COUNTRY TAXES

Pursuant to bilateral agreement between the United States Government and the host country Government, AID funds may not be used to pay identifiable taxes, tariffs, customs duties or other levies of the host government or its political subdivisions.

12. VESTING OF TITLE AND DIVERSION RIGHTS

AID reserves the right to vest in itself title to the goods financed under this contract, provided that such goods are in a deliverable state and have not yet been off-loaded in ports of entry in the Cooperating Country. AID may direct the carriers to divert these goods to alternative destinations.

SPECIFICATION DD-S-3: 83

HARDWARE FOR WELDED TYPE FACTING
OF DISTRIBUTION LINES

PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY,
DESIGN DISTRIBUTION DEPARTMENT, POWER

75

C O N T E N T S

1. Foreword
2. Scope
3. Hardware
4. Construction Requirements
5. Painting
6. Tests
7. Test Methods
8. Sampling, Acceptance & Rejection
9. Marking
10. Packing

PRINTING HISTORY

First Approval 4th April 1983.

HARDWARE FOR WELDED TYPE EARTHING OF
DISTRIBUTION LINES.

DD-S-3

1. FOREWORD

1.1 This specification has been prepared by the Standards Directorate of Distribution Design Department, WAPDA, Lahore.

1.2 This specification supersedes the previous specification "Addendum No. 1 of SDI 59 Low Resistance Earthing.

1.3 This specification is intended only for the purpose of procurement of material and does not include any provisions of a contract.

2. SCOPE

2.1 This specification covers hardware used in the construction of earthing unit consisting of welded earth rods used in earthing of low tension (L.T.) and/or composite (H.T. & L.T. Combined) lines.

3. HARDWARE

3.1 Mild Steel Rod

The earth rod used in construction shall be of following dimensions:

- i) Length of M.S. Rod = 5500mm \pm 25mm
- ii) Dia of M.S. Rod = 16mm \pm 5%

3.2 Mild Steel Base Plate

The mild steel base plate used in construction shall be of following dimensions:

- i) Diameter of M.S. base plate = 50mm \pm 5%
- ii) Thickness of base plate = 8mm \pm 5%

3.3 Mild Steel Sleeve

The mild steel sleeve used in construction shall be of following dimensions:

- i) Length of M.S. Sleeve = 40mm \pm 5%
- ii) Internal dia of M.S. Sleeve = 16mm \pm 5%
- iii) Thickness of M.S. Sleeve = 3mm \pm 5%

3.4 Earthing Conductor

The earthing conductor shall be a 10mm dia (7/3.25mm) galvanized steel stranded wire conforming to specification No. P-12. Total length of ground conductor for each earthing device shall be 1600mm \pm 25mm.

4. CONSTRUCTION REQUIREMENTS

- 4.1 The earth rod shall be manufactured from the rolled bar mild steel.
- 4.2 The base plate, & sleeve shall be manufactured from mild steel flat.
- 4.3 The sleeve shall be made of seem welded pipe or if it is made of mild steel flat, it shall be seem welded.
- 4.4 In the centre of the M.S. base plate, a hole of 16mm dia shall be made and lower end of the M.S. rod inserted in it. Mild steel electrode welding shall be done as shown in detail 'C' of Drawing No.CEDD/DDS/1.
- 4.5 The upper end of the M.S. rod shall be inserted in the M.S. sleeve upto 15mm and mild steel electrode welding shall be done. As shown in detail 'B' of Drawing No. CEDD/DDS/1.

18

- 4.6 The complete earth rod, welded with base plate and sleeve shall be hot dip galvanized in accordance with WAPDA Specification P-82 "Zinc Coating". The weight and thickness of coating shall be as follows:

Weight of Coating gm/sq meter		Thickness of Coating mm	
Average	Minimum	Average	Minimum
915	840	0.130	0.120

- 4.7 Upto the 25mm deep space left in the sleeve, the earthing conductor shall be inserted and brazed with it. Thereafter the void in the sleeve cup shall be completely filled with brass welding material (see detail 'B' in Drawing No.CEDD/DDE/1).
- 4.8 While brazing and filling the M.S. cup voids, wet rags should be placed around the M.S. rod under the cup, and G.S. wire, so that galvanizing is not unnecessarily damaged.

5. PAINTING

- 5.1 All the welded points where galvanizing is removed due to gas welding shall be painted with one primary coat of red oxide primer and two coats of synthetic grey finish paint as anti rust measures.

6. TESTS

- 6.1 The following tests shall be carried out on all the hardware items:
- 1) Visual examination
 - 2) Verification of dimensions
 - 3) Galvanizing test

7. TEST METHODS

7.1 Visual Examination

Individual earthing unit or earth rod assembly shall be visually examined for the defects given as follows:

<u>Sr.No.</u>	<u>Examination</u>	<u>Defects</u>
1.	Construction	<ul style="list-style-type: none"> - Not of shape shown in the drawings. - Any part missing. - Cracks on any of the items. - Welding not properly done. - Galvanizing removed one to welding, not painted with red oxide primer and synthetic grey paint.
2.	Finish	<ul style="list-style-type: none"> - Galvanizing not proper. - Presence of black or bare spots on any of the parts.
3.	Marking	<ul style="list-style-type: none"> - Missing, illegible. - Incomplete or not permanent.

7.2 Verification of Dimensions

The dimensions shall conform to sub clause No. 2.1, 2.2.3 and 2.4 and to the ones given in Drawing No.CEDD/DDS/1 attached.

7.3 Galvanizing Test

The galvanizing shall be tested in accordance with WAPDA Specification No. P-82.

8. SAMPLING, ACCEPTANCE AND REJECTION

- 8.1 The complete earthing unit shall be divided into lots of 100 units each. A sample of five units shall be drawn at random from each lot.
- 8.2 The selected samples shall be subjected to visual examination and verification of dimensions. If the defective unit is one, the lot shall be accepted, if the number of defective unit is two or more, the lot shall be rejected.
- 8.3 Four random samples of all items selected from a lot of 500 units shall be subjected to galvanizing test.
- 8.4 If one unit selected for test as per clause 6.3, fails to meet the requirements, another group of four units shall be selected at random. If any unit in the second group fails the tests, the lot shall be rejected.

9. MARKING

- 9.1 Each earth rod shall be punched with "WAPDA-ER" mark and manufacturer's name or trade mark. The size of lettering shall be 5 mm minimum and the marking shall be such that it can be read distinctly after galvanizing.
- 9.2 The marking on each unit shall be done within 300 mm the length from the top of the rod.

800

10 PACKING

- 10.1 The earthing units shall be bundled and banded in groups of five. The banding shall be done at least at four locations with galvanized steel wire or steel binding strap.

Enclosure:

Drawing No.

CEPD/DDS/1

Dukhtar Ahmad.

PERFORMANCE BOND

63183

1974
24/3/86



PAKISTAN ENGINEERING CO. LTD.,

پاکستان انجینئرنگ کمپنی لمیٹڈ

شاہراہ قائد اعظم - لاہور - پاکستان

SHAHRAH-E-QUAID-E-AZAM, LAHORE, PAKISTAN
TELEPHONE: 320225-7, 325073, 60776
CABLE: BECOIND
TELEX: 44750 PECO PK

تلفون نمبر: ۳۲۰۲۲۵-۷، ۳۲۵۰۷۳، ۶۰۷۷۶
ٹیلیگرام: "پیکو اینڈ"
ٹیلیکس نمبر: ۴۴۷۵۰

No. MKTG-86/W-218/844

March 22, 1986

The Chief Engineer (REO)
Wapda, 8th Floor, LDA Plaza,
7-Egerton Road,
Lahore

Re: Submission of Performance Bond against
Letter of Intent No. 1306-11/CE/REO/USAID/F-42
dated 5.2.1986

Dear Sir,

1. In pursuance with Clause No.V of the Letter of Intent mentioned above as subject, we are submitting, Performance Bond No.405/86 dated 22.2.86 for Rs.5,52,000/- being 10% of the total value of the Contract.
- 1.1 We are also sending, herewith, one extra photo copy of the said Performance Bond.
2. Kindly check and confirm its acceptance so that Performance Bond on similar lines are obtained and submitted in respect of the other Letter of Intent.

In the meantime, we remain, and look forward to receive acceptance to this Performance Bond at your earliest possible.

Yours faithfully
for PAKISTAN ENGINEERING CO.LTD.

Encls: As above

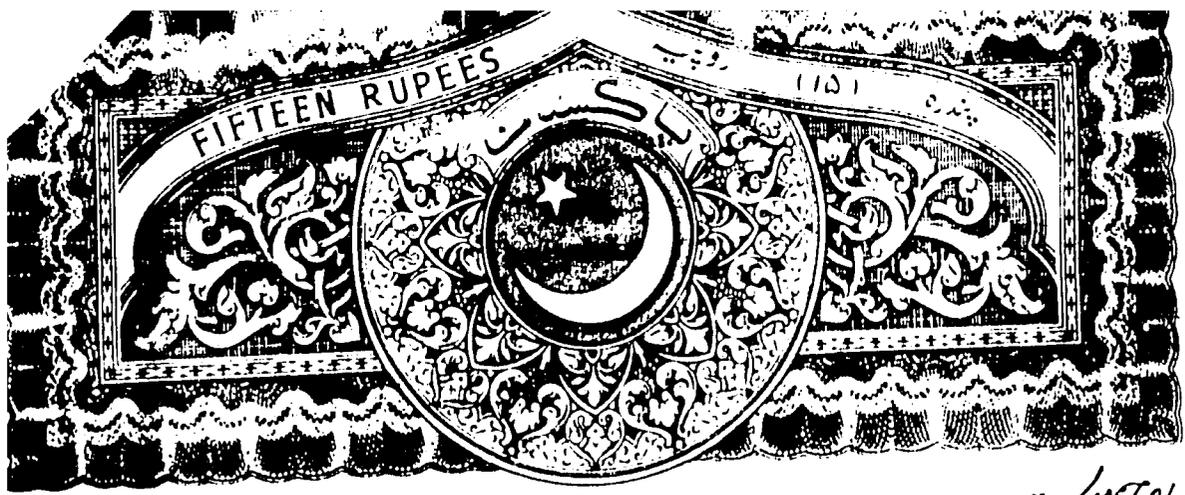
(M.A. RAHIB)

for General Manager (Mktg)

- cc:
- 1- Mr.M.Charles Moseley, Chief, Office of Energy and Environment, US-Aid Mission, P.O.Box 1028, 18 Sixth Avenue, Ramna-5 Islamabad.
 - 2- The General Manager (Dist) Wapda, Wapda House, Lahore
 - 3- The Chief Engineer Design (Dist) Wapda, LDA Plaza, Lahore
 - 4- The Chief Engineer (C.C.C) Wapda, Wapda House, Lahore
 - 5- The General Manager PTAT, 7th Floor, LDA Plaza, Lahore.

Received Performance Bond No 405/86 for completion of work
22.2.86
for completion
24/3

84



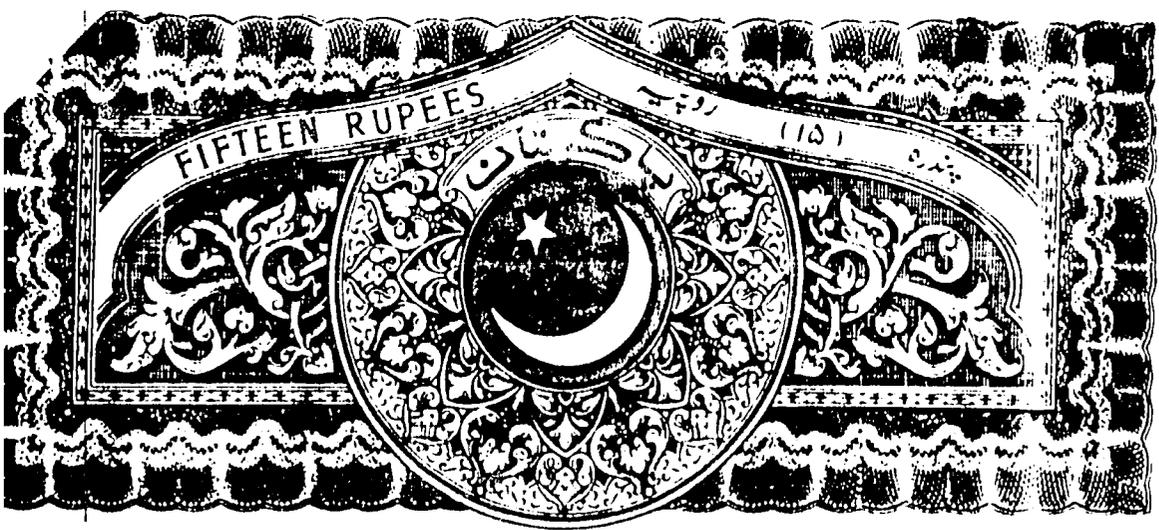
Guarantee No. 405786
Dated: 22.02.86

The Chief Engineer (REO)
WAPDA
LAHORE.

In consideration of your having contracted on 5.2.1986 with Messrs Pakistan Engineering Company Limited Shahrah-e-Quaid-e-Azam, Lahore (contractor) for Usaid Rural Electrification (Project) No. 391-0473 at a contract price of Rs. 552000/- (Rupees Five hundred fifty two thousand only) for the supply of 6000 Nos Welded Type Earth Rod (Complete) against International Tender No. 391-K-189/1 Package No. 12 and since it being a condition of the contract that a Bank performance Guarantee of Rs. 55200/- being 10% advance of the contract price be established.

We, the undersigned Bank, waiving all objections and defences under the aforesaid contract, hereby irrevocably and independently guarantee to pay to you without delay upon your first written demand any amount claimed by you up to the extent of

(in words Rupees fifty five thousand

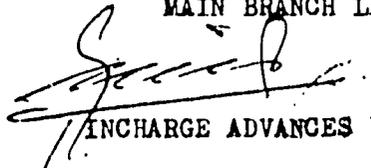


-2-

against your written declaration that the contractor has refused or failed to perform the aforementioned contract. This guarantee shall expire on the 31st August, 1987 (Date) by which date we must have received any claim by registered letter or by cable. The date named above shall, however, be extended to a subsequent date corresponding to the extension granted by the Employer in the completion of the project.

It is understood that you will return this guarantee to us on expiry of settlement of the total amount to be claimed hereunder:-

for NATIONAL BANK OF PAKISTAN
MAIN BRANCH LAHOPE.


INCHARGE ADVANCES VICE PRESIDENT

COVERING LETTERS OF CONTRACTOR BID



**STAN ENGINEERING
CO. LTD.,**

SHRAHE QUAI D E AZAM, LAHORE, PAKISTAN
TELEPHONE. 32022: 7, 325073, 60776
CABLE BECOIND
TELEX 44750 PECO PK

پاکستان انجینئرنگ کمپنی لمیٹڈ

شاہراہ قائد اعظم، لاہور، پاکستان

ٹیلی فون: 32022، 7، 325073، 60776

کابل: "بی کو اینڈ"
ٹیلی گرام: "بی کو اینڈ"
ٹیلی ٹیکس: 44750

September 1, 1985

No. MKTG-85/W-166/46

The Chief Engineer
Rural Electrification Area (REO)
WAPDA, LDA Plaza, Floor No.8,
Lahore

Re: Tender Documents No.391-K-189/1 for the
supply of Distribution Materials and
Equipment

Handwritten notes and signatures on the right side of the page, including dates like 2/9/85 and 2/9/85, and initials.

Dear Sir,

1. The Tender Documents mentioned above as subject, are submitted, in original, alongwith 5 (six) copies duly completed in all respects.
2. A Bid Bond dated 2.9.1985 for Rs.1,70,000, being 5% value of our offer issued by the National Bank of Pakistan, Main Branch, Lahore, in favour of WAPDA, valid for a period of 150-days, as per Clause No.27 Section-I Page-10, has been placed in the Tender Documents.
3. Our offer is irrevocable for a period of 150-days from the date of opening of Tender, as per requirement of the Tender Documents.
4. Letter of Authority, has also been placed in Volume-I of the Tender Documents.
5. This offer is for the stores mentioned in different Lots of Packages 6, 10, 11 & 12 of the Tender Documents which will be manufactured strictly according to the technical specification laid down in Volume-II of these Packages.
- 5.1 Against Package No.10, we have quoted for all items of Lot-I except Items B&C which we undertake to supply at the lowest rate offered by any-other Bidder, for these 2-items just with a view to complete all Items falling under this Lot.

contd..2/-

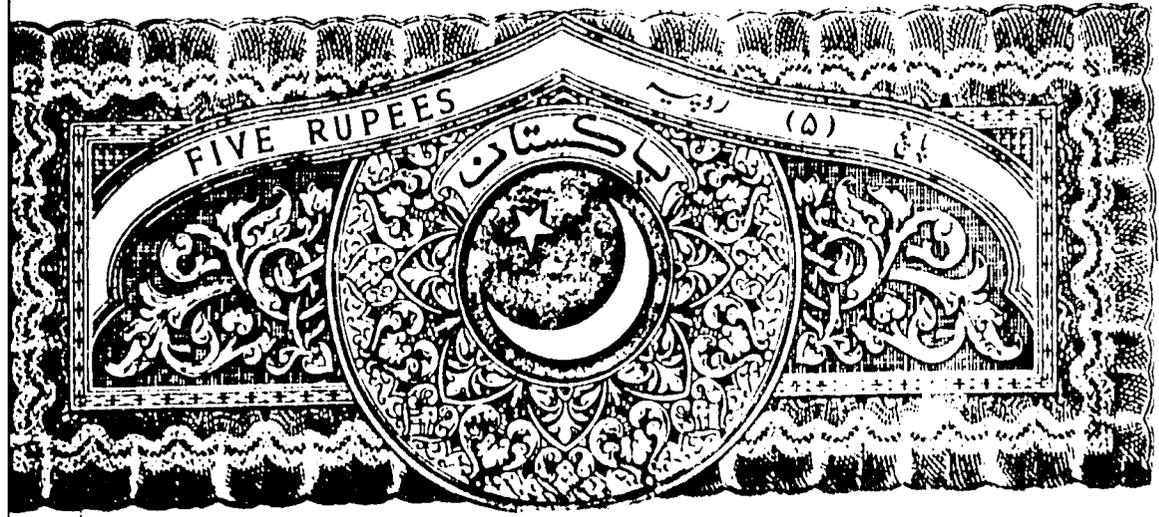
(2)

6. DELIVERY: Proto-type of all Items other than Hardware will be manufactured and offered for your check and approval within 30-days of the receipt of Letter of Intent whereas supply shall commence within 30-days after the approval of prototype in accordance with the delivery schedule given in the Tender Documents.
7. We have placed photo copies of letter of our Pre-qualification/Registration with WAPDA as "MANUFACTURERS" for all these Items.
8. We hope, in consideration of the quality of the material used by us for the manufacture of these Items and its workmanship, you will kindly prefer to award this Contract in our favour.

We assure you of our best services at all times and remain,

Yours faithfully
for PAKISTAN ENGINEERING CO. LTD.

(M.A. RASHID)
for General Manager (Mtg)



Mr. M. A. RASHTD KANA in Marketing of our Company is hereby authorized to sign all the Documents pertaining to the International Tender No. 291-K-139/1 for supply of Distribution Material and Equipment for Package No. 6, 10, 11 and 12 due for opening on 2nd September, 1955.

PAKISTAN ENGINEERING CO. LTD.

M. A. R.



**PAKISTAN ENGINEERING
CO. LTD.,**

پاکستان انجینئرنگ کمپنی لمیٹڈ

شاہراہ قائد اعظم، لاہور، پاکستان

ٹیلی فون: ۳۲۰۲۲۵-۴، ۳۲۵۰۴۳، ۱۰۰۴۴۹۱

ٹیلی گرام: "پیکو انڈیا"

ٹیلیکرافٹ: ۳۳۴۵۰ پیکو پ کے

SHAHRAH-E-QUAID E AZAM, LAHORE, PAKISTAN
TELEPHONE: 320225 7 325073 60778
CABLE: BECOIND
TELEX 44750 PECOPK

No. MKTG-85/W-166/48

September 1, 1985

The Chief Engineer
Rural Electrification Area (REO)
WAPDA, LDA Plaza, Floor No.8
Lahore

Re: Bid Bond - Tender Documents No.391-K-189/1
for the supply of Distribution Materials and
Equipment

Dear Sir,

1. The Bid Bond No.346/85 dated 31.8.85 for Rs.7 Lacs,
issued by the National Bank of Pakistan, Main Branch,
Lahore, in your favour, valid for a period of 150-days
as per Clause No.27, Section-I Page-10, already
submitted against our Bid for Package-IV, covers
5% value i.e. Rs.1,70,000, of our offer against
Packages 6,10,11 & 12, which may also be considered
as a security for the performance of our commitment
against this Bid as well.

Thanking you.

Yours faithfully
for PAKISTAN ENGINEERING CO.LTD.

(M.A. RASHID)
for General Manager (Mktg)

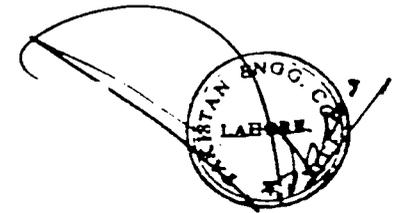
SCHEDULE OF PRICES ACCOMPANYING BID

BILL OF QUANTITIES AND SCHEDULE OF PRICES

SR. NO.	DESCRIPTION	UNIT	QTY	FOREIGN CURRENCY COMPONENT						LOCAL CURRENCY COMPONENT				TOTAL COST (PCC + LCC) COL 10 + COL 14 EQUIVALENT US\$	EXCISE DUTY ON FINISHED GOODS RS.
				FOB COST US\$	FOB TOTAL COST US\$	C&F COST US\$	C&F UNIT COST US\$	CIP COST US\$	CIP UNIT COST US\$	UNIT RS.	TOTAL RS.	RATE OF CONVERSION 100 PAK RS. EQUALS US\$	TOTAL (COL 12) EQUIVALENT US\$		
				5	6	7	8	9	10	11	12	13	14		
1	Package No.12														
	Lot No.1														
1.	Welded Type Earth Rod (Complete)	ea	6000							92	552000	6.2708	34614.82		
	Total Lot No.1										552000		34614.82		

Note: Columns 11 and 12 should not include Excise Duty shown in Column 16

Handwritten notes and calculations:
 49.219
 49.
 21.2

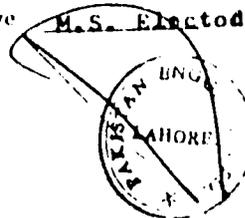


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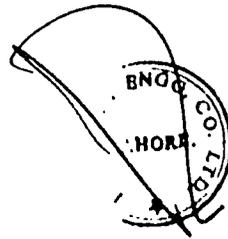
SCHEDULE OF TECHNICAL DATA ACCOMPANYING BID

APPENDIX I

<u>Package</u>	<u>Lot</u>	<u>Item</u>	<u>Specification</u>	<u>By Tenderer</u>
12	1		Hardware for Welded Type Earthing of Distribution Lines DD-S-3:83	
			<u>Mild Steel Rod</u>	
		Length		<u>5500</u> mm
		Dia		<u>16</u> mm
			<u>Mild Steel Base Plate</u>	
		Diameter		<u>50</u> mm
		Thickness		<u>6</u> mm
			<u>Mild Steel Sleeve</u>	
		Length		<u>40</u> mm
		Internal dia		<u>16</u> mm
		Thickness		<u>3</u> mm
			<u>Earthing Conductor</u>	
		Dia		<u>10</u> mm
		Total Length		<u>1600</u> mm
		Type of earthing conductor		<u>Steel Standard 7/3.25mm</u>
			<u>Material</u>	
		Earthing Rod		<u>ASTM A36</u>
		Base Plate		<u>ASTM A 36</u>
		Sleeve		<u>ASTM A 36</u>
		Dia of the hole in the center of the M.S. base plate		<u>16</u> mm
		Type of Welding used for welding the lower end of the M.S. Rod with the base plate		<u>M.S. Electrode Welding</u>
		Length of upper end of the M.S. Rod inserted in the M.S. Sleeve		<u>15</u> mm
		Type of Welding used for welding the upper end of the M.S. Rod after inserting in the M.S. sleeve		<u>M.S. Electrode welding.</u>



<u>Package</u>	<u>Lot</u>	<u>Item</u>	<u>Specification</u>	<u>By Tenderer</u>
			<u>Galvanizing</u>	
			Method of Galvanizing the complete earth rod welded with base plate and sleeve	<u>Hot Dip</u>
			<u>Weight of coating</u>	
		Average	915	<u>gm/Sq. meter</u>
		Minimum	840	<u>gm/Sq. meter</u>
			<u>Thickness of coating</u>	
		Average		<u>0.13</u> mm
		Minimum		<u>0.12</u> mm
			Welding Material used in filling the voids in the sleeve after the earthing conductor has been inserted in the sleeve	<u>Brass welding material</u>
			<u>Painting</u>	
			Coatings used at the welded points where galvanizing removed due to gas welding.	
		Primer		<u>One coat Red oxide primer</u>
		Anti rust measures		<u>Two coats synthetic grey.</u>
			<u>Marking</u>	
			Size of lettering used for punching "Wapda - ED" mark and manufacturer's name on each rod	<u>5</u> mm
			Distance of Marking from the top of rod	<u>within 300</u> mm

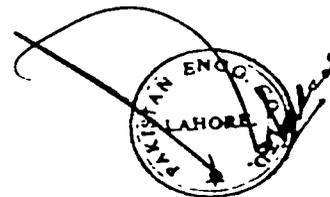


SCHEDULE OF DELIVERIES ACCOMPANYING BID

DELIVERY SCHEDULE

PACKAGE No.	Lot Nos.	DESCRIPTION	COMPLETION AND DELIVERY OF DRAWINGS FOR APPROVAL	----CIP DELIVERY----		--EX-WORKS DELIVERY--		MINIMUM RATE OF DELIVERY % PER MONTH
				COMMENCE- MENT	COMPLETION	COMMENCE- MENT	COMPLETION	
1	1	Capacitors						
2	1	Surge Arresters						
3	1	ACSR Conductor						
4	1,2	Steel Poles, Xarms						
5	1	Wood Xarms						
6	1	11 KV Insulators						
6	2	Insulator Pins						
6	3	Spool Insulators						
6	4	D Shackle Assembly	3 Months					
7	1-5	Connectors						
8	1-6	Misc Tools						
8	7-9	Compression Tools						
9	1	1 0 Meters						
9	2	3 0 Meters						
9	3	3 0 KVARH Meters						
10	1-7	Pole Line H/ware						
11	1-3	Misc Material						
12	1	God. Materials						

As per delivery
schedule given in the
Tender Documents.



DEPARTURES FROM OR QUALIFICATIONS TO TECHNICAL SPECIFICATIONS

To be completed by Tenderers as required in accordance with Clauses-25 and 36 of Section-I. Qualifications to technical specifications cannot be of the magnitude to be considered a material deviation/modification. If there is a question as to whether an exception is a material deviation/modification, address your question in accordance with clause 13 of Section I.

1. Have you taken any exceptions to functional requirements? NO ~~Yes~~,
 No

If yes, identify:

SR. NO.	CLAUSE NO. OF TECHNICAL SPECIFICATION	VARIATION
---------	---------------------------------------	-----------

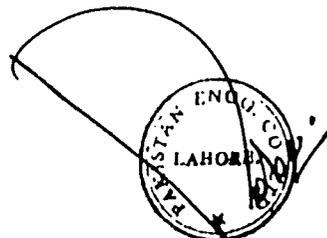
Stores have been offered strictly according to technical specifications provided with the Tender Documents.

2. Have you taken any exceptions to hardware requirements? NO ~~Yes~~,
 No

If yes, identify:

SR. NO.	CLAUSE NO. OF TECHNICAL SPECIFICATION	VARIATION
---------	---------------------------------------	-----------

Stores have been offered strictly according to technical specifications provided with the Tender Documents.



97

NOTICE OF AWARD

REGISTERED

Water And Power Development Authority

OFFICE OF THE
CHIEF ENGINEER (REQ) WAPDA
8TH FLOOR, D.A. PLAZA,
7-EGERTON ROAD LAHORE.

Sr 11 /CE/REQ/USAID/F-82

502-56

M/s Pakistan Engineering Co.Ltd.
6-Ganga Ram Trust Building,
Shahrah-e-Quaid-e-Azam,
Lahore.

Subject:- USAID RURAL ELECTRIFICATION PROJECT NO.391-G473
INTERNATIONAL TENDER NO.391-K-189/1
PACKAGE NO.12
WELDED TYPE EARTH ROD (COMPLETE)
NOTICE OF AWARD

Dear Sirs,

With reference to your tender received with your letter No.MKTG-85/W-166/46, dated September 1, 1985 submitted in response to our Tender No.391-K-189/1 for supply of Distribution Materials and Equipment and subsequent correspondence all of which is made part of the contract:-

1. Your letter No.MKTG-85/W-166/143,dated 24.9.1985.
2. Our letter No.9566-68/CE/REQ/USAID/1-42. dated 17.9.1985.

We, in accordance with Clause 37 Section I of Volume I of the Tender Documents, are pleased to inform you of WAPDA's acceptance of your aforesaid offer for supply of Distribution Materials and Equipment Package No. 12 subject to your agreeing to fulfilling the following conditions. All other provisions in the Contract shall remain in full force and effect:-

I PRICES AND QUANTITIES:

Sr. No.	Description	Quantity	PAK Rs.
1.	Welded Type Earth Rod (Complete)	6000	552,000.00
			<u>552,000.00</u>

Contd... P/2

Water And Power Development Authority

OFFICE OF THE
CHIEF ENGINEER (HEO), WAPDA,
8TH FLOOR, LDA PLAZA, LAHORE.

Date _____

- 2 -

TOTAL Local Currency (PAK RS.) Component: 552,000.00

RUPRES: Five hundred fifty two thousand only.

II. TERMS OF PAYMENT

Payment for material and equipment will be in accordance with Clause-31 Section-III of Volume I of the Tender Documents.

III. SPECIFICATIONS

The material/equipment shall conform to WAPDA's Specification given in Volume II of the Tender Documents.

IV. DELIVERY SCHEDULE

The Ex-works delivery shall commence within one hundred and eighty (180) days and be completed within Twelve (12) months calculated from the date of issue of this Notice of Award as per Clause-2 Section IV of Volume I of the Tender Documents.

V. BANK PERFORMANCE GUARANTEE

The Bank Performance Guarantee in the amount of ten percent (10%) of the Contract shall be furnished by you within thirty (30) days after issue of this Notice of Award in the form as shown in Form of Bank Performance Guarantee (Section II Page II-127) and described in Clauses 34 and 9 of Sections I and III respectively of Volume I of the Tender Documents.

VI. TECHNICAL LITERATURE/DRAWINGS

Please supply four (4) copies of Drawings and Technical Literature to the 'Engineer', within thirty (30) days of the issue of this letter, for approval prior to commencing the manufacture of the equipment in accordance with Clause-8(4) Section III of Volume I and provisions of WAPDA's Specifications included in Volume II of the Tender Documents. Complete test reports required in the relevant clause of WAPDA Specifications shall also be supplied for approval of the 'Engineer' alongwith the Literature.

Contd...P-3

102

102

Water And Power Development Authority

OFFICE OF THE
CHIEF ENGINEER (REO), WAPDA,
8TH FLOOR, LDA PLAZA, LAHORE.

Date _____

- 3 -

Please convey your acceptance to this letter being sent in duplicate, by appending your signatures in the space provided below on the left and return one(1) copy within twenty(20) days from the date of this letter. A representative or representatives having power of attorney should come to the office of the undersigned to sign a Contract agreement within thirty(30) days or as advised.

ACCEPTED:

Yours faithfully,
for WATER & POWER DEVELOPMENT AUTHORITY

for M/s. Pakistan Engineering
Company Ltd, Lahore.

(M.S. QURANISHI)
CHIEF ENGINEER (REO), WAPDA,
LAHORE

(RAJ SAIED AKHTAR)
General Manager (Distribution)
Power WAPDA

c.c.

1. Mr. M. Charles Moseley, Chief, Office of Energy and Environment, USAID Mission, P.O. Box 1028, 18 Sixth Avenue, Ramna-5, Islamabad.
2. The General Manager (Distribution), Wapda, Lahore.
3. The Chief Engineer (D.D.), Wapda, LDA Plaza, Lahore.
4. The Chief Engineer (C.C.C.), Wapda House, Lahore.
5. The General Manager PTAT, 7th Floor, LDA Plaza, Lahore.

LETTER OF ACCEPTANCE

REGISTERED



Water And Power Development Authority

Telephone: _____

Telex: _____

1306-11

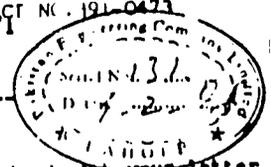
No. _____ /CE/REO/USAID/F-42

OFFICE OF THE
CHIEF ENGINEER (REO) WAPDA
8TH FLOOR L.D.A. PLAZA,
7-EGERTON ROAD LAHORE.

Date 5-7-86

✓ M/s Pakistan Engineering Co.Ltd.
6-Ganga Ram Trust Building,
Shahrah-e-Quaid-e-Azam,
Lahore.

Subject:- USAID RURAL ELECTRIFICATION PROJECT NO. 191-0473
INTERNATIONAL TENDER NO.391-K-189/1
PACKAGE NO.12
WELDED TYPE EARTH ROD (COMPLETE)
NOTICE OF AWARD.



Dear Sirs,

With reference to your tender received with your letter No.MKTG-85/W-166/46, dated September 1, 1985 submitted in response to our Tender No.391-K-189/1 for supply of Distribution Materials and Equipment and subsequent correspondence all of which is made part of the contract:-

1. Your letter No.MKTG-85/W-166/143, dated 24.9.1985.
2. Our letter No.9566-68/CE/REO/USAID/F-42, dated 17.9.1985.

We, in accordance with Clause 37 Section I of Volume I of the Tender Documents, are pleased to inform you of WAPDA's acceptance of your aforesaid offer for supply of Distribution Materials and Equipment Package No. 12 subject to your agreeing to fulfilling the following conditions. All other provisions in the Contract shall remain in full force and effect:-

1. PRICES AND QUANTITIES:

Sr. No.	Description	Quantity	PAK Rs.
1.	Welded Type Earth Rod (Complete)	6000	552,000.00
			<u>552,000.00</u>

Contd... P/2

105

Date _____

- 2 -

TOTAL Local Currency (PAK RS:) Component: 552,000.00

RUPEES: Five hundred fifty two thousand only.

II. TERMS OF PAYMENT

Payment for material and equipment will be in accordance with Clause-31 Section-III of Volume I of the Tender Documents.

III. SPECIFICATIONS

The material/equipment shall conform to WAPDA's Specification given in Volume II of the Tender Documents.

IV. DELIVERY SCHEDULE

The Ex-Works delivery shall commence within one hundred and eighty(180)days and be completed within Twelve(12) months calculated from the date of issue of this Notice of Award as per Clause-2 Section IV of Volume I of the Tender Documents.

V. BANK PERFORMANCE GUARANTEE

The Bank Performance Guarantee in the amount of ten percent (10%) of the Contract shall be furnished by you within thirty (30) days after issue of this Notice of Award in the form as shown in Form of Bank Performance Guarantee (Section II Page II-127) and described in Clauses 34 and 9 of Sections 1 and III respectively of Volume I of the Tender Documents.

VI. TECHNICAL LITERATURE/DRAWINGS

Please supply four(4) copies of Drawings and Technical Literature to the 'Engineer', within thirty(30) days of the issue of this letter, for approval prior to commencing the manufacture of the equipment in accordance with Clause-8(4) of Section III of Volume I and provisions of WAPDA's Specifications included in Volume II of the Tender Documents. Complete test reports required in the relevant clause of WAPDA Specifications shall also be supplied for approval of the 'Engineer' alongwith the Literature.

106

Water And Power Development Authority

OFFICE OF THE
CHIEF ENGINEER (REO), WAPDA,
8TH FLOOR, LDA PLAZA, LAHORE.

Telephone: _____

Telex: _____

No. _____

Date _____

: - 3 - :

Please convey your acceptance to this letter being sent in duplicate, by appending your signatures in the space provided below on the left and return one(1) copy within twenty(20) days from the date of this letter. A representative or representatives having power of attorney should come to the office of the undersigned to sign a Contract agreement within thirty(30) days or as advised.

ACCEPTED:
with the condition as per letter
No. MKTG-86/17-165/681 dated 14.2.86

(General Manager (Marketing))

for M/s. Pakistan Engineering
Company Ltd, Lahore.

Yours faithfully,
for WATER & POWER DEVELOPMENT AUTHORITY,

(M.S. QURAIISHI)
CHIEF ENGINEER (REO), WAPDA,
L A H O R E

c.c.

1. Mr.M.Charles Moseley, Chief, Office of Energy and Environment, USAID Mission, P.O.Box 1028, 18 Sixth Avenue, Ramna-5, Islamabad.
2. The General Manager(Distribution), Wapda, Lahore.
3. The Chief Engineer(D.D.), Wapda, LDA Plaza, Lahore.
4. The Chief Engineer(C.C.C.), Wapda House, Lahore.
5. The General Manager PTAT, 7th Floor, LDA Plaza, Lahore.

CORRESPONDENCE BETWEEN WAPDA AND THE CONTRACTOR



Water And Power Development Authority

OFFICE OF THE

CHIEF ENGINEER (REO), WAPDA,
8TH FLOOR, LDA PLAZA, L.H.R.

Telephones _____

Telegrams _____

No. 9547-49 /CE/REO USAID/F-40 DDC 16-9-85

M/S Pakistan Engineering Co;
Ltd; Shahrah-E-Quaid-E-Azam,
LABORE (PAKISTAN).

SUBJECT:- USAID ELECTRIFICATION PROJECT NO. 33-0473
TENDER NO. 391-K-189/1, PACKAGE NO. 19

REP: Your offer submitted vide your letter No. MKTG-85/
Y-166/46 dated 1-9-1985.

Dear Sirs,
The following discrepancies have been noted in
your offer, which need clarification/compliance.

- 1) You submitted a bid bond for Rs:700000/-
(equivalent to \$43895.6) from National Bank of
Pakistan, main branch, Lahore for Packages-4, 6, 10,
11 & 12. Considering the bid value of all these
Packages, the bond is lesser by Rs:18591/-
- 2) In Appendix-H, complete information may please be
supplied as per Clause-28, Section-I, Vol:-1
alongwith the value of material/equipment to be
imported from source country.
- 3) Delivery Schedule is not clear. Please confirm if
the schedule given in tender documents will be
followed.

We expect your reply within 10 days from issue
of this letter.

Yours faithfully,

(Signature)
(M.S. QURAIHI)
CHIEF ENGINEER (REO), WAPDA,
LAHORE.

C.C. to:-

1. The Chief Engineer (Design Distr:), WAPDA,
8th Floor, LDA Plaza, Lahore.
2. Mr. Frank K. Faulkner, Chief Consultant PTAT,

OFFICE OF THE
CHIEF ENGINEER (REQ) WAPDA,
LDA HOUSE, 8TH FLOOR,
7-EGERTON ROAD, LAHORE.

Date 17/9/1985.

Address: _____
Signature: _____

9526-68
/CE/REQ/U.S.AID/F-41,42

M/s. PECO Ltd.,
Shahra-e-Quaid-e-Azam,
LAHORE.

Subject:- U.S. AID RURAL ELECTRIFICATION PROJECT
NO.391-0473 TENDER NO.391-K-189/1
PACKAGE NO.11 & 12.

Reference:- Your offer submitted vide letter No.MKTG-85/
W-166/46 dated 1.9.1985.

The following discrepancies ^{have} / been noted in
your offer which need clarification/compliance:-

- 1- Tender bond submitted for Rs.7,00,000.00
(equivalent to \$43895.6) from M/s. National
Bank of Pakistan, Main Branch, Lahore for
Packages 4,6,10,11 & 12. Considering the
bid value of all these packages, the bond is
lesser by Rs.18591.00.
- 2- Lot-1 of package-11 comprises
4 items and the price has been quoted by you
for complete lot. Please intimate item-
wise unit rates.

We expect your reply within 10 days from the
issue of this letter.

(Handwritten signature)
(M.S. QURAN)
CHIEF ENGINEER (REQ) WAPDA,
7-EGERTON ROAD, LAHORE.
Y/c.
18/9/85

Copy to:-

- 1- C.E.(Design Distribution) Wapda, 7-Egerton
Road, Lahore.
- 2- Mr. Frank K. Faulkner, Chief Consultant PTAT.



**PAKISTAN ENGINEERING
CO. LTD.,**

SHAHRAH-E-QUAID-E-AZAM, LAHORE, PAKISTAN
TELEPHONE: 320225, 7, 325073, 60776
CABLE: BECOIND
TELEX: 44750 PECO PK

پاکستان انجینئرنگ کمپنی لمیٹڈ

شاہراہ قائد اعظم - لاہور - پاکستان
ٹیلی فون: 320225، 7، 325073، 60776
ٹیلی گرام: "پیکو انڈ"
ٹیلی کسٹ: 44750 پیکو پک کے

the 24th September, 1985

NO. MKTG-85/W-166/143

✓ The Chief Engineer (REO)
WAPDA,
8th Floor, LDA Plaza,
Lahore.

Re: US Aid Electrification Project No. 391-0473
Tender No. 391-K-189/1, Packages 4, 10, 11, 12

Dear Sir,

1. We have received your following 3-letters on the subject matter:-

Letter No.	date.
a, 9547-49/CE/REO/USAID/F-40	16.9.85
b, 9321-23/CE/REO/USAID/F-34	16.9.85
c, 9566-68/CE/REO/USAID/F-41, 42	17.9.85

2. The discrepancies noted by you in our offers, we wish to clarify/comply as under in accordance with your requirement:-

A- Letter No. 9547-49/CE/REO/USAID/F-40 dated 16.9.1985.

- 1) We are submitting, herewith, in original, Bank Guarantee No. 360/85 dated 22.9.85 for Rs. 18,600/- issued by the National Bank of Pakistan, Main Branch, Lahore, to cover the total value of the Bids, as desired by you. 3 (three) extra photo copies of the Bid Bond for the additional amount are also provided to enable you to place one copy of this Bid Bond in the respective Tender Document.
- 2) Materials to be used in the production of all item quoted by us against this Package, will be manufactured from locally procured materials, such as M.S Billets/Sheets from Pakistan Steel Mills.
- 3) We confirm that the schedule given in the Tender Documents will be followed.

Contd/.....P/2

19/9/85

30/9/85

Provide copy to of
engineer and letter to
M (REO) for m-a

Discuss with our help
of 'b', above

Place copies in all
relevant files A 24/5
OD



B- Letter No. 9321-23/CE/REO/USAID/F-34 dated 16.9.85

- 1) Bid Bond for the additional amount is enclosed.
- 2) HT Steel Structures will be manufactured and supplied strictly according to WAPDA's Drawings attached with the Tender Documents which also indicate the provision of additional Flat and as such, submission of fresh drawing was not considered necessary, as there was no deviation from the design/drawing, provided with the Tender Documents.
- 3) The Galvanized Angle Iron X-Arms alongwith 2(two) M.S. Braces required for the fitting of the X-Arms, will also be manufactured strictly as per the drawing provided by you. A photo copy of this drawing is enclosed for your kind perusal.

C- Letter No. 9566-68/CE/REO/USAID/F-41,42 dt. 17.9.85

- 1) Bid Bond of the additional amount is enclosed.
- 2) In this connection, we would like to clarify that the prices filled up in Appendix-B under Lot-I of Package-II are for Item-A only i.e. 2400 Nos. Stay Rod complete with Elbow. The unit price of Item-A is Rs. 154.15

In the meantime, we hope, you will find the clarification thus provided by us satisfactory and will process the Tender Documents for the award of the Contract.

Thanking you,

Yours faithfully
for PAKISTAN ENGINEERING CO LTD.

(M.A. RASHID)
for General Manager (Mktg)

Encl: a.a.

cc:

- 1- The Chief Engineer Design (Dist) WAPDA, 8th Floor, LDA Plaza, Lahore.
- 2- Mr. Frank K. Faulkner, Chief Consultant, PTAT LDA Plaza, Lahore.
- 3- Mr. Donn W. Ruotolo, General Manager. PTAT, LDA Plaza, Lahore.

Endst: No: 9612 /CE/REO/U.S.Aid/F- Dated: 30 /09/1985.

Copy of the above is forwarded to Project Manager, (R.E.O), WAPDA, Lahore, alongwith its enclosures for information & necessary action please.

MS 29/9/85
(MOHAMMAD SIDDIQUE)
DEPUTY DIRECTOR (U.S.AID),
WAPDA, LAHORE.

for F-42



General Diary No. 1112
20-2-86

PAKISTAN ENGINEERING CO. LTD.,

پاکستان انجینئرنگ کمپنی لمیٹڈ

SHAHRAH E. QUAID E. AZAM, LAHORE, PAKISTAN
TELEPHONE: 320225, 7, 325073, 60776
CABLE: BECOIND
TELEX: 44750 PECO PK

شاہراہ قائد اعظم - لاہور - پاکستان
ٹیلی فون: 320225، 7، 325073، 60776
ٹیلی گرام: "پیکو انڈ"
ٹیلیکس: 44750 پیکو پک

NO. PKTG-86/A.-166/681

the 10th February, 1986.

The Chief Engineer (RMO)
Plot 2 8th Floor, LDA Plaza,
7-Morton Road,
Lahore.

General Manager (Dist)
Power Wapda House Lahore.
General Diary No. 3232
Date 10/2/86

Re: US Aid Rural Electrification Project No.
391-0473 International Tender No. 391-K-
189/1 Package-13

Dear Sir,

1. While acknowledging the receipt of your "Letter of Intent" No. 1306-11/CE/RMO/USAID/F-42 dated 5.2.86, we are pleased to convey our acceptance to this "Letter of Intent" subject to the following modifications/amendments:-

i) Clause 31(b) terms of payment for equipment delivery ex-works in Pakistan.

In view of the fact, the payment is to be made in Pak Rupees the existing Clause 31(b)-i may please be deleted, and substituted as under:

" 90% payment in Local Currency Components on delivery of material and equipment ex-works duly supported with a copy of Delivery Challan, only received by the Consignee and Inspection/Warranty Certificates."

ii) Clause 31(b)-ii

Balance 10% of Local Currency Components within one month against Invoice on submission of Goods received note.

1.1 This payment procedure is quite in-consonance with the Contracts placed by Wapda for supply of all kind of stores against the Contracts for which payment is made in Local Currency Component, and, as such, the payment clause of the Contract documents may also please be amended accordingly.

Handwritten notes:
CE (200)
14/2
10/2/86
11/2

Contd. P/2

BADAMI BUGH WORKS 2805B1 4 KOT LAKHPAT WORKS 801B71 4 BRANCHES KAHACHI 232B53-5 HAWALPINDI 74550

ٹیلی فون: 74550 ہاولپنڈی، 232B53-5 کاحچی، 4 برانچیں، 801B71 کوٹ لاکھپاٹ، 2805B1 بڈامی بھگ

1. Clause 13(4) Section-III may also be deleted, in view of the fact that the stores are to be delivered Ex-works and 10% balance payment is to be released after proper receipt of stores and issue of Goods received note and, as such, it is not applicable in this case.

1.3 Clause-IV Technical Literature/drawings

Since the stores are to be manufactured according to the specifications/drawings to be provided with the Contract and, as such, this Clause may please be deleted and substituted as under:-

"4-copies of drawings and technical specifications will be provided by the Engineer or his agent with the Contract documents."

2. At the same time, we also request you to kindly indicate the unit rate in the "Letter of Intent" as well as in the Contract documents to enable us to pass our bills for the supply of goods according to the rates given in the "Letter of Intent" and "Contract agreements".

3. As desired, we are sending, herewith, one copy of "Letter of Intent" duly signed and with the conditions that the Clause mentioned above will be amended/modified and deleted accordingly.

We remain,

Sincerely,

Yours faithfully
For PAKISTAN ENGINEERING CO LTD

(M. A. H. S. H.)
For General Manager (Mktg)

- cc:
- 1- Mr. Stanislas Roseley, Chief, Office of the Energy Environment, P.O. Box. No. 1028, 18-Sixth Avenue, Gungahra-5, Islamabad
 - 2- The General Manager (Dist) Wapda, Wapda House, Lahore.
 - 3- The Chief Engineer Design (Dist) Wapda, Lux, Plaza, Lahore.
 - 4- The Chief Engineer, Central Contract Cell, Wapda, Wapda House, Lahore.
 - 5- The General Manager P.P.F, 7th Floor, Lux Plaza, Lahore.



OFFICE OF THE
CHIEF ENGINEER (REO), WAPDA,
8TH FLOOR, LDA PLAZA, LAHORE.

Telephones: _____

Telegrams: _____

Date 11-3-86

No. 2331-32 /CE(REO)/USAID/F-42

> M/s Pakistan Engineering Co.Ltd,
Shahrah-e-Quaid-e-Azam,
Lahore.

SUBJECT: USAID RURAL ELECTRIFICATION PROJECT NO.391-0473
TENDER NO.391-K-189/1, PACKAGE NO.12 & PACKAGE-6
LOTS-2 AND 4 - NOTICE OF AWARD.

Dear Sir,

Ref: Your letters No.MKTG-86/W-166/681 dated 10.2.1986
and No.MKTG-86/W-166/741 dated 19.2.1986.

The amendments proposed by you in Clause-31.2.1. b) cannot be accepted since these are general Clauses which cover the payment of both Local and Foreign Currencies. In your case only the payment of relevant currency(Local Currency) shall be applicable therefore, there is no need to amend the said Clause. Also the payment period of balance 10% cannot be reduced to one month after completion of the Supply.

As regards, the amendment in Clause-8 (4) Section-III, it is quite strange to note that WAPDA has been asked to supply the Drawings and Technical Literature of the Equipment which is to be supplied by M/s PECO.

Since Clause-13 (4) is not applicable in your case, therefore the proposed amendment in the Clause is immaterial.

In view of above elucidations you are advised to please furnish Performance Bond so that Contract Agreement may be signed.

Yours faithfully,


(M.S. QURAIISHI)
CHIEF ENGINEER (REO), WAPDA,
L A H O R E

C.C.

1. Mr. Donn.W.Ruotolo, General Manager PTAT, 7th Floor,
LDA Plaza, Lahore.

116