Standard Bidding Document

CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE (Works)

National

Single Stage-One Envelope

November 11, 2026

Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)),Project Director GSC 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).
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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE**" with the reference of "**P171864**".

2. The **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** invites sealed Bids from eligible Bidders for procurement of Works **(CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal**

System (EPADS) at **https://epads.gov.pk/opportunities/federal/procurements/171864** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, November 23, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Monday, November 23, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.org.pk**).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

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

2. **Source of Funds**

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

3. **Eligible Bidders**

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. **Eligible Material and Equipment**

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

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

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

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

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Eligible Countries

Section VI Evaluation and Qualification Criteria

Section V Works Requirements Technical Specifications & Schedule of Requirements

Section VI Standard Bidding Forms

Section VII General Conditions of Contract (GCC)

Section VIII Particular Conditions of Contract (PCC)

Section IX Contract Forms

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

6. **Clarification of Bidding Document, Pre-bid Meeting**

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

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

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

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

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without

identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

7. **Amendment of Bidding Documents**

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

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

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

9. **Documents Constituting the Bids**

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

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

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

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

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

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

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

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

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

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

10.1.8. Any other document required in the BDS.

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

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

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

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

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

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

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent

translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

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

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

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

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

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

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

12. **Forms of Bid**

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

13. **Bid Prices**

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

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

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

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

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

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

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

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

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

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

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

14. **Currencies of Bid and Payment**

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

15. **Documents Comprising the Technical Proposal**

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

16. **Bid Validity Period**

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

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

accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

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

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

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

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

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

17.2.2. A cashier’s or certified cheque; or

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

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

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

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

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

17.6.1. The expiry of the Bid Security;

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

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

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

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

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

17.8.1. if a Bidder:

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

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

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

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

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

18. **Withdrawal of Bids**

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

19. **Format and Signing of Bid**

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

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

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

21. **Deadline for Submission of Bids**

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

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

22. **Substitution and Modification of bids**

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

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

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

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

24. **Confidentiality**

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

process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

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

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

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

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding

Document.

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

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

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

28. **Correction of Arithmetic Errors**

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

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

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

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

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

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

29. **Conversion to Single Currency**

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

30. **Evaluation of Bids**

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

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

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

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

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

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

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

Explanation:

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

31. **Domestic Preference**

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

32. **Determination of Successful Bid**

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

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

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

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

34. **Sub-Contractors**

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

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

35. **Abnormally Low Financial Bid**

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

Guidance for Procuring agency/Employer:

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

35.1.1. Comparing the bid price with the cost estimate;

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

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

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

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

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

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

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

F. AWARD OF CONTRACT

36. **Criteria of Award**

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

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

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

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

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

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

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

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

37.1.4. finalizing payment arrangements;

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

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

38. **Procuring agency's Right to reject All Bids**

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

39. **Notification of Award**

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

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

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

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

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

40. **Signing of Contract**

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

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

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

41. **Performance Security (or Guarantee)**

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

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

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

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

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

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

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

42. **Advance Payment**

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

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

43. **General Performance of the Bidders**

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

44. **Corrupt & Fraudulent Practices**

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

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

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

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

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

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	**1.1**	Name of Procuring Agency:**Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** The subject of procurement is:**CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE** Expected commencement date: **Monday, December 14, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P171864**
3.	**3.1**	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**

B. Bidding Documents

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, November 20, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** website and on **EPADS v2.0**.

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: 1. The Bidder Should have registration with Pakistan Engineering Council (PEC) renewed for the year 2026-27 for the financial categories and codes specified for the above work (which in this case are C-6 & Above with specialization code CE-10, EE-05). 2. Documentary evidence supporting the construction experience stated by the bidders in the bidding Forms of General Experience, Form EXP-4.1 Specific Experience, Form EXP-4.2 (A & B), Specific Experience in Key Activities, Form EXP-4.2 (C). The bidder must demonstrate five (05) years of experience in the field of construction as per the required registration category and codes of the Pakistan Engineering Council (PEC). 3. The Bidder must have successfully completed at least two (2) Civil contracts within the last five (5) years of the same nature and scope for above NCB. The value of each contract, work order, or revised amount of the completed project should not be less than Fifty percent (50%) of the estimated cost of the project mentioned. The Bidder shall provide relevant work orders, contract agreements, and completion certificates with the e-bid. 4. The Bidder shall have to provide the following duly certified/ audited financial record for the last 03 years from a recognized firm registered with Institute of Chartered Accountants of Pakistan (ICAP) i.e. AATO (PKR) @ 70% of the estimated cost for above & Financial Resources / Cash flow (PKR) @ 30% of the estimated cost for above NCB. 5. The Bidder must upload Income tax returns from FBR and Bank Statements of the firm for

7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*
11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **90 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of: **Call at Deposit**
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Monday, November 23, 2026 11:00 AM**

E. Opening and Evaluation of Bids

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0** . Day *:* ***Monday*** Date:***November 23, 2026*** Time *:* ***11:30 AM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*

F. Award of Contract

20.	**41.1 & 41.2**	The Performance guarantee shall: **10.00%**. The Performance Guarantee shall be acceptable in the form of:**Bank Guarantee**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
PEC
KPK (KPRA)

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE	Address: 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province). Schedule: 45 Days Quantity: 1/Qty	1/Qty	208042 PKR

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE

Specifications / Requirements:

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount
1	1	Carriage of Stringing Material with all allied hardware etc Through Vehicle from Ware House to camp store at 132 kV Grid Station Nathiagali	Job	1		

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount
2	2	Shifting of Stringing Material with all allied hardware etc Manually in dense forest from Location No. 49 to 50 and then Location no 50 to 51 using Kacha approach road	Job	1		
3	3	Shifting of Stringing material form Site store to site of work and stringing of 03 No Lynx conductor i/c installation of Disc Insulators, PC Connector, Mid Spain Joint etc, as per standard drawing/specification complete with all accessories.	Kms	0.228		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount
4	4	Installation of Stock Bridge Dampers for Rail conductor complete in all respect	Nos	36		
5	5	Stringing of Earth Wire i/c and clamp as per specification	Kms	0.94		
6	6	Installation of stock Bridge Dampers for Earth Wire complete with all accessories.	Nos	6		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount
7	7	Shifting of Stringing material form Site store to site of work and stringing of 03 No Lynx conductor i/c installation of Disc Insulators, PC Connector, Mid Spain Joint etc, as per standard drawing/specification complete with all accessories.	Kms	0.228		
8	8	Installation of Stock Bridge Dampers for Rail conductor complete in all respect	Nos	36		
9	9	Stringing of Earth Wire i/c and clamp as per specification	Kms	0.94		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount
10	10	Installation of stock Bridge Dampers for Earth Wire complete with all accessories.	Nos	6		
11	11	Cutting hard rock such as granite, blast, hard lime stone or sand stone etc with chisel and hammers for approach road or clearance	Cum	864		
12	12	Trimming of trees to maintain standard conductor clearance between Location No. 49 and 50 and between Location No. 51-50 and for approach	Job	1		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount
13	13	Dismantling of 03 No old lynx Conductor i/c of Disc Insulators, PG Connector, Mid Spain Joint etc, and return to Store through proper MRN.	Job	1		
14	14	Dismantling of Earth Wire i/c and clamp as per specification	Job	1		
15	18					
16	Total					
17	5% KPRA Tax					
18	Total Esatimated Cost					6934720
					GRAND TOTAL:	Rs6,934,720.00

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

CARRIAGE OF STRINGING MATERIAL LYNX CONDUCTOR, EARTH WIRE FROM WARE HOUSE TO SITE STORE, SHIFTING OF STRINGING MATERIAL FROM SITE STORE TO LOCATION NO 49-50 MANUALLY THROUGH DENSE FOREST I/C HILL CUTTING & TREE TRIMMING FOR CLEARENCE OF LINE AND APPROACH WAY AND STRINGING OF LYNX CONDUCTOR INCLUDING EARTH WIRE, AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Jobs

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

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

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

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

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

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

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

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

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

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

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

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

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Project Director GSC 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is: CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Project Director GSC 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0387
manager.grid.system.construction@hazeco.com.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Project Director GSC
66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0387
manager.grid.system.construction@hazeco.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

The Contractor shall permit the employer and/or persons appointed by the employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the employer if required.

Delivery & Documents

The contractor have to submit the as built Drawings/Layout , Site inspection report and test report and user manual of the any appliances or equipment (If applicable)

Contractor shall submit the invoices to representative of Project Director (GSC) HAZECO as PCC clause GCC 5.1. Also, Final Invoice after submission of satisfactory completion certificate and takeover of concerned formation.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P171864***

To: **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Project Director GSC 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Project Director GSC 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD-NATHIAGALI T/LINE (*P171864*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Project Director GSC 66 KV Grid Station, Murre Road, Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Additional GCC and PCC

The bidder must stamp, sign and upload the document.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Additional GCC and PCC** (page number: 81)

BOQ

The Bidder must properly fill the BOQ item wise and sign and stamp the document before uploading.The Bidder must properly fill the BOQ item wise and sign and stamp the document before uploading.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **BOQ** (page number: 107)

Advertisement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Advertisement** (page number: 108)

Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 110)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 116)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 120)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 121)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 122)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 123)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 125)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Additional Forms and Documents

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. DEFINITIONS.

1.1 Bold face type is used to identify defined terms.

a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the
d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
e) Compensation Events are those defined in GCC Clause 41 hereunder.
f) The Completion Date is the date of completion of the Works as certified by the Project Director (GSC) HAZECO, in accordance with GCC Sub-Clause 52.1.
g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
k) Days are calendar days; months are calendar months.
l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
m) A Defect is any part of the Works not completed in accordance with the Contract.
n) The Defects Liability Certificate is the certificate issued by Project Director (GSC) HAZECO upon correction of defects by the Contractor.
o) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
p) Adjudicator means the person appointed under Clause 23.
q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Director (GSC) HAZECO for the execution of the Contract.
r) The Employer is the party who employs the Contractor to carry out the Works, **as**

specified in the PCC.

s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Director (GSC) HAZECO by issuing an extension of time or an acceleration order.

w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

y) The Project Director (GSC) HAZECO is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Director (GSC) HAZECO who is responsible for supervising the execution of the Works and administering the Contract.

z) PCC means Particular Conditions of Contract

aa) The Site is the area **defined as such in the PCC**.

bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Director (GSC) HAZECO.

dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

gg) A Variation is an instruction given by the Project Director (GSC) HAZECO which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. INTERPRETATIONS.

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Director (GSC) HAZECO shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the

Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor's Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract,

(f) Specifications,

(g) Drawings,

(h) Bill of Quantities, and

any other document listed in the PCC as forming part of the Contract**.**

3. LANGUAGE AND LAW.

3.1 The language of the Contract and the law governing the Contract are stated in the PCC**.**

4. PROJECT DIRECTOR'S DECISIONS.

4.1 Except where otherwise specifically stated, the Project Director (GSC) HAZECO shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. DELIGATIONS.

5.1 Otherwise specified in the PCC, the Project Director (GSC) HAZECO may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. COMMUNICATIONS

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. ***SUBCONCTRATING.***

7.1 The Contractor may subcontract, if allowed in ITB, with the approval of the Project Director (GSC) HAZECO, but may not assign the Contract without the approval of the

Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. ***OTHER CONTRACTORS.***

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. ***PERSONAL EQUIPMENT.***

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Director (GSC) HAZECO. The Project Director (GSC) HAZECO shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Director (GSC) HAZECO asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. ***EMPLOYER'S AND CONRACOTR'S RISKS.***

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. ***EMPLOYER'S RISKS.***

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the

risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

a) a Defect which existed on the Completion Date,

b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

c) The activities of the Contractor on the Site after the Completion Date.

12. CONTRACTOR'S RISKS

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. INSURANCE.

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Director (GSC) HAZECO for the Project Director's (GSC) HAZECO approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Director (GSC) HAZECO.

Both parties shall comply with any conditions of the insurance policies**.**

14. *SITE DATA.*

14.1 The Contractor shall be deemed to have examined any Site Data referred to in the PCC, supplemented by any information available to the Contractor

15. *CONTRACTOR TO COONSTRUCT THE WORK.*

15.1 The contractor should construct and install the work in accordance with the

specification and drawings.

16. *THE WORK TO BE COMPLETED BY THE INTEDEDE COMPLETION DATE.*

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Director (GSC) HAZECO, and complete them by the Intended Completion Date.

17. APPROVAL BY THE PROJECT DIRECTOR (GSC) HAZECO.

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Director (GSC) HAZECO, for his approval.

17.2The Contractor shall be responsible for design of Temporary Works.

17.3The Project Director's (GSC) HAZECO approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

If requires, all Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Director (GSC) HAZECO before this use.

18. SAFETY.

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. DISCOVERIES.

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Director (GSC) HAZECO of such discoveries and carry out the Project Director's (GSC) HAZECO instructions for dealing with them.

20. POSSESSION OF THE SITE.

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. ACCESS TO THE SITE.

21.1 The Contractor shall allow the Project Director (GSC) HAZECO and any person authorized by the Project Director (GSC) HAZECO access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. INSTRUCTIONS, INSPECTIONS AND AUDITS.

22.1 The Contractor shall carry out all instructions of the Project Director (GSC)

HAZECO which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the employer and/or persons appointed by the employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the employer if required. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the employer's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of black list under the PPRA Rules).

23. APPOINT OF THE ADJUDICATOR.

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. PROCEDURE FOR DISPUTES.

24.1 If the Contractor believes that a decision taken by the Project Director (GSC) HAZECO was either outside the authority given to the Project Director (GSC) HAZECO by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Director (GSC) HAZECO's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures

published by the institution named and in the place specified in the PCC.

A. TIME CONTROL.

25. PROGRAMME.

25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Director (GSC) HAZECO for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Director (GSC) HAZECO for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Director (GSC) HAZECO may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Director (GSC) HAZECO.

25.4 The Project Director's (GSC) HAZECO approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Director (GSC) HAZECO again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. EXTENSION OF INTENDED COMPLETION DATE.

26.1 The next higher competent authority shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The competent authority shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Director (GSC) HAZECO for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. ACCELARATION.

27.1 When the Employer wants the Contractor to finish before the Intended

Completion Date, the Project Director (GSC) HAZECO shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. DELAYS ORDERED BY THE PROJECT DIRECTOR (GSC) HAZECO.

28.1 The Project Director (GSC) HAZECO may instruct the Contractor to delay the start or progress of any activity within the Works**.**

29. MANAGEMENT MEETINGS.

29.1 Either the Project Director (GSC) HAZECO or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Director (GSC) HAZECO shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Director (GSC) HAZECO either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. EARLY WARNING.

30.1 The Contractor shall warn the Project Director (GSC) HAZECO at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Director (GSC) HAZECO may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Director (GSC) HAZECO in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Director (GSC) HAZECO.

C. QUALITY CONTROL.

31. IDENTIFYING DEFECTS.

31.1 The Project Director (GSC) HAZECO shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Director (GSC) HAZECO may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Director (GSC) HAZECO considers may have a Defect.

32. TESTS.

32.1 If the Project Director (GSC) HAZECO instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation event.

33. COORECTION OF DEFECTS.

33.1 The Project Director (GSC) HAZECO shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Director's (GSC) HAZECO notice.

34. UNCORRECTDED DEFECTS.

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Director's (GSC) HAZECO notice, the Project Director (GSC) HAZECO shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. COST CONTROL.

35. CONTRACT PRICE.

35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

36. CHANGING IN THE CONTRACT PRICE.

36.1 In the case of an admeasurements contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 25% percent of the Initial Contract Price, the Project Director (GSC) HAZECO shall adjust the rate to allow for the change.

(b) The Project Director (GSC) HAZECO shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 25 percent, except with the prior approval of the Employer.

(c) If requested by the Project Director (GSC) HAZECO, the Contractor shall provide the Project Director (GSC) HAZECO with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule**.**

37. VARIATIONS.

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Director (GSC) HAZECO with a quotation for carrying out the Variation when requested to do so by the Project Director (GSC) HAZECO. The Project Director (GSC) HAZECO shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Director (GSC) HAZECO and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Director (GSC) HAZECO may order the Variation and make a change to the Contract Price, which shall be based on the Project Director (GSC) HAZECO's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Director (GSC) HAZECO decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Director (GSC) HAZECO, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. CASH FLOW FORECAST.

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Director (GSC) HAZECO with an updated cash flow forecast. The cash flow forecast shall include different

currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. PAYMENT CERTIFICATES.

39.1 The Contractor shall submit invoices **as stated in PCC** to the delegated representative of Project Director (GSC) HAZECO as per PCC.

39.2 The delegated representative Project Director (GSC) HAZECO shall check the Contractor's Invoices and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the delegated representative of Project Director (GSC) HAZECO.

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The delegated representative of Project Director (GSC) HAZECO may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. PAYMENTS.

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Director (GSC) HAZECO within 56 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall not be paid interest on the late payment in the next payment. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.2 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. COMPENSATION EVENTS.

41.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Director (GSC) HAZECO orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Director (GSC) HAZECO instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Director (GSC) HAZECO unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Director (GSC) HAZECO gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Director (GSC) HAZECO unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Director (GSC) HAZECO shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Director (GSC) HAZECO, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Director (GSC) HAZECO shall adjust the Contract Price based on the Project Director's (GSC) HAZECO own forecast. The Project Director (GSC) HAZECO shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Director (GSC) HAZECO.

42. PAYMENTS OF INCOME TAX AND ORHERS.

42.1 The contractor shall be responsible for the payments of all Pakistani income tax and other taxes arising out from the contract which shall not be reimbursable to him by the Employer and the rates and prices stated in the priced Bill of Quantities shall be

deemed to cover all such taxes.

42.2 The Project Director (GSC) HAZECO shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. *CURRENCIES.*

43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

44. *PRICE ADJUSTMENT.*

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted byapplying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[1] **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate.The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. *RETENTIONS.*

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[1] *The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]*

45.1 The Employer shall retain from each payment from the Contractor's payment the proportion **stated in the PCC** until Completion of the whole of the Works.

45.2 Upon the issue of Certificate of Completion of the Works by the Project Director (GSC) HAZECO, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Director (GSC) HAZECO has certified that all Defects notified by the Project Director (GSC) HAZECO to the Contractor before the end of this period have been corrected. The Contractor shall substitute retention money with an "on demand" Bank guarantee.

46. ***LIQUIDATED DAMAGES.***

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

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Director (GSC) HAZECO shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. ***BONOUS.***

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Director (GSC) HAZECO shall certify that the Works are complete, although they may not be due to be complete.

48. ***ADVANCE PAYMENT.***

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Director

(GSC) HAZECO.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. SECURITIES.

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

50. DAY WORKS.

50.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Director (GSC) HAZECO has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Director (GSC) HAZECO. Each completed form shall be verified and signed by the Project Director (GSC) HAZECO within two days of the work being done.

50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

51. COST OF REPAIRS.

50.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING OF CONTRACT.

52. COMPLETION.

52.1 The Contractor shall request the Project Director (GSC) HAZECO to issue a Certificate of Completion of the Works, and the Project Director (GSC) HAZECO shall do so upon deciding that the whole of the Works is completed.

53. TAKING OVER.

53.1 The Employer shall take over the Site and the Works within seven days of the Project Director (GSC) HAZECO's issuing a certificate of Completion.

54. FINAL ACCOUNT.

54.1 The Contractor shall supply the Project Director (GSC) HAZECO with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Director (GSC) HAZECO shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Director (GSC) HAZECO shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Director (GSC) HAZECO shall decide on the amount payable to the Contractor and issue a payment certificate.

55. OPERATING AND MAINTENANCE MANUAL.

55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1**,** or they do not receive the Project Director (GSC) HAZECO's approval, the Project Director (GSC) HAZECO shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. TERMINATION.

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Director (GSC) HAZECO;

(b) the Project Director (GSC) HAZECO instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Director (GSC) HAZECO is not paid by the Employer to the Contractor within 90 days of the date of the Project Director (GSC) HAZECO's certificate;

(e) the Project Director (GSC) HAZECO gives Notice that failure to correct a

particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Director (GSC) HAZECO;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Director (GSC) HAZECO for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Director (GSC) HAZECO shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. FRAUD AND CORRUPTION.

57.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

57.3 For the purposes of this Sub-Clause:

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a

[2] "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[3] a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2.

58. PAYMENT UPON TERMINATION.

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Director (GSC) HAZECO shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Director (GSC) HAZECO shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate**.**

59. PROPERTY.

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

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[4] "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[5] a "party" refers to a participant in the procurement process or contract execution.

60. RELEASE FROM PERFORMANANCE.

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Director (GSC) HAZECO shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. BLACKLISTING MECHANISM.

61.1 As Specified in PCC

DETERMINATION OF LOSS IN CASE OF DEVIATION.

As Specified in PCC.

CONTRACT AGREEMENT REQUIREMENT.

As Specified in PCC.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PARTICULAR CONDITIONS OF CONTRACT

A. GENERAL	
GCC 1.1 (r)	**The Employer is**: **Name**: HAZARA ELECTRIC SUPPLY COMPANY **Authorized Representative**: Project Director (GSC) HAZECO Address: Office of the Project Director (GSC) HAZECO, 66 kV Grid Station, Murree Road, Abbottabad Telephone: 0092-9310090 Facsimile number: 0092-9310090 Email: manager.grid.system.construction@hazeco.com.pk
GCC 1.1 (V)	The Intended Completion Date for shall be as follow: 45 days after the start date "defined in clause GCC 1.1 (dd) of PCC Section
GCC 1.1 (y)	Project Director (GSC): Hazara Electric Supply Company (HAZECO) Address: Office of the Project Director GSC HAZECO, 66 kV Grid Station, Murree Road, Abbottabad, Khyber Pakhtunkhwa. Telephone: 0092-9310090 Facsimile number: 0092-9310090 Email: manager.grid.system.construction@hazeco.com.pk
GCC 1.1 (aa)	**The Sites are located at:** The site is located in the area of Nathia Gali, Khyber Pakhtunkhwa.
GCC 1.1 (dd)	The Start Date shall be : Within fourteen (14) days after the date of signing the Contract Agreement
GCC 1.1 (hh)	The Works consist of the following **CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE** as per BDS Clause ITB 1.1

GCC 2.2	Sectional Completions are: **Not Applicable**
GCC 2.3(i)	The following documents also form part of the Contract: 1- Any correspondence between Employer / Engineer and the bidder before signing of the contract. 2- All annexure to the bid
GCC 3.1	The language of the contract is: English language. The law that applies to the Contract is the law of: a) Public Procurement Ordinance-2002, b) PPRA Rules-2004 c) PPRA Rules-2026
GCC 5.1	The Project Director (GSC) HAZECO shall delegate his duties and responsibilities for all assignments for execution of project to. Name: Deputy Manager GSC Division Abbottabad Hazara Electric Supply Company (HAZECO) Abbottabad, Khyber Pakhtunkhwa. Address: 66 kV Grid Station, Murree Road, Abbottabad Telephone: 0092-9310090
GCC 8.1	Schedule of other contractors: **Not Applicable**
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) For loss or damage to the Works, Plant and Materials: Full value of the Works, Plant and Material (b) For loss or damage to Equipment: Full value of the loss or damage to Equipment (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Full value of the loss or damage to property (d) For personal injury or death: (i) of the Contractor's employees: (ii) As per Workman Compensation Act of Pakistan,1923. (iii) of other people: According to Law of Pakistan

GCC 14.1	Site Data are: Soil investigation and bearing capacity reports. As & when required by the HAZECO Engineer and as required in relevant sections of this document, contractor shall carryout tests pits for foundation within contract price.
GCC 20.1	The Site Possession Date(s) shall be: Within seven (7) days after the date of signing of the Contract Agreement
GCC 23.1 **&** **GCC 23.2**	Appointing Authority for the Adjudicator: HAZECO shall propose the name of the adjudicator in light of Standard Bidding Documents if needed. The adjudicator shall be appointed jointly by the Employer and the Contractor at the time of Award of Contract. However, in case of disagreement, Public Procurement Regulatory Authority (PPRA) shall be requested by the Employer to appoint the adjudicator, on mutual consent of the two parties, within fourteen (14) days of the receipt of such request.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: To be decided by the employer, the successful bidder and the adjudicator by mutual consultation at time of award of the contract
GCC 24.4	Institution whose arbitration procedures shall be used: Any dispute between the Employer and a domestic Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act 1940. The place of arbitration shall be: Abbottabad, Pakistan
B. TIME CONTROL	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within Seven (7) days from the date of the Letter of Acceptance.
GCC 25.3	The period between Program updates is: Seven (07) days. The amount to be withheld for late submission of an updated Program is: Two Percent (2 %) of the contract price

C. QUALITY CONTROL	
GCC 33.1	The Defects Liability Period is: Three hundred and sixty-five **(365)** days after issuance of Completion certificates. ***Performance Guarantee will be released after handing over the Project to Concerned SS&TL Division, HAZECO.*** ***The work shall be executed strictly in accordance with following additional specifications and conditions:*** 1. Errors and omissions in the BOQ will be rectified when and where pointed out. 2. The contractor shall submit construction schedule prior to the commencement of work and within 10-days of issuance of work order (whichever is earlier). 3. Monthly bill or interim bill according to contract will be allowed subject to other conditions including that the contractor will complete all the assigned tasks informed by Engineer's representative up to that date. 4. PEC/PPRA standard bidding documents are applicable. 5. Specification other than mentioned, shall be considered as WAPDA standard specification. 6. Shifting of material from store to site (where applicable) is entirely responsibility of the contractor. In case of any extra/surplus material at site or any equipment found defective and replaced at site, the bidder will be bound to return this material to store on approved MRN and get certificate from Engineer's representative. This certificate will be attached with final bill. 7. No idleness charges, no extra charges, no escalation will be paid due to delay in completion of the work caused by ROW problems, non-availability of shut down, system constraints, issuance of material by HAZECO, shifting of 11 KV feeders creating hindrance etc. No extra charges will be paid for removal of trees etc. 8. Watch and Ward and security of material will be entirely bidder's responsibility till the completion of the work and handing over to GSO. 09. Where not mentioned as a separate item, the quoted rate should include charges for transportation (including loading, unloading and stacking etc.) of all the above goods/material as per BOQ. 10. Safety of workers of bidder's firm during execution of work is bidder's responsibility and in any case of Fatal / Non-Fatal accident of bidder's

<table>
<tr><td></td><td>worker, bidder must be liable to pay the compensation to the deceased family as per HAZECO/WAPDA policy/rules. The bidder will also pay the cost of any damaged to the lives of public or system due to ignoring the design standard and work SOPs of safe work.</td></tr>
<tr><td>GCC 39.1</td><td>Contractor shall submit the invoices to representative of Project Director (GSC) HAZECO as PCC clause GCC 5.1
<table>
<tr><th>Invoice No.</th><th>% completion of work</th></tr>
<tr><td>1st Invoice</td><td>10%</td></tr>
<tr><td>2nd Invoice</td><td>20%</td></tr>
<tr><td>3rd Invoice</td><td>40%</td></tr>
<tr><td>4th Invoice</td><td>60%</td></tr>
<tr><td>5th Invoice</td><td>70%</td></tr>
<tr><td>6th Invoice</td><td>80%</td></tr>
<tr><td>Final Invoice after submission of satisfactory completion certificate and takeover of GSO formation</td><td>100%</td></tr>
</table></td></tr>
<tr><td colspan="2">D. COST CONTROL</td></tr>
<tr><td>GCC 43.1</td><td>The currency of the Employer’s country is: Pak Rupees</td></tr>
<tr><td>GCC 44.1</td><td>The Contract <u>“is not”</u> subject to price adjustment in accordance with GCC Clause 44.</td></tr>
<tr><td>GCC 45.1</td><td>The proportion of payments retained is: Ten Percent (10 %)</td></tr>
<tr><td>GCC 46.1</td><td>The liquidated damages for the whole of the Works are <u>“0.06% per day of the final contract price”</u>.

The maximum amount of liquidated damages for the whole of the Works is <u>“10 %”</u> of the final Contract Price.</td></tr>
<tr><td>GCC 47.1</td><td>The Bonus for the whole of the Works is Nil per day.

The maximum amount of Bonus for the whole of the Works is Nil of the final Contract Price.</td></tr>
<tr><td>GCC 48.1</td><td>The Advance Payments shall be: Not Applicable

Against the provision by the contractor of an Unconditional Bank Guarantee on the prescribed format attached with the bidding document.</td></tr>
</table>

GCC 49.1	The Performance Security amount is: **10% (Ten) of the final contract price in the form of Bank Guarantee issued by a Schedule bank of Pakistan on the prescribed format attached with the bidding document**. The performance security shall not be reduced at any Juncture / Event and Clause: 49 of the General Condition of Contract shall be followed.
E. FINISHING THE CONTRACT	
GCC 55.1	The date by which operating and maintenance manuals are required: **Not Applicable** The date by which "as built" drawings are required is: Before 7 days of finalization of the work
GCC 55.2	The amount to be withheld for failing to produce "as built" drawings and /or operating and maintenance manuals by the date required in GCC 55.1 is **Not Applicable**
GCC 56.2	The maximum number of days is: 45 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: **100% of the cost of the non-completed works.**
GCC 61.1	Bidder involve in corrupt practice, "Fraudulent Practice "Fraudulent Practice, Collusive Practice, Coercive Practice during procurement processes or contract agreement, bidder will be recommended for blacklisting/debarment as per Mechanism of Black listing attached in the Standard Bidding Document.
GCC-62	Contractor is bound to carryout work as per approved drawings and instructions of Engineer/Designer. In case work is not executed as per approved Drawing, contractor is sole responsible for any loss occurs as result.
GCC-63	Stamp Duties: This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Applicant

BOQ FOR "CARRIAGE OF STRINGING MATERIAL LYNX CONDUCTOR, EARTH WIRE FROM JAMRUD WARE HOUSE TO SITE STORE, SHIFTING OF STRINGING MATERIAL FROM SITE STORE TO LOCATION NO 49-50 MANUALLY THROUGH DENSE FOREST I/C HILL CUTTING & TREE TRIMMING FOR CLEARENCE OF LINE AND APPROACH WAY AND STRINGING OF LYNX CONDUCTOR INCLUDING EARTH WIRE, AT LOCATION NO 49-50 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE "

S.No	Description	Qty	Unit	Rate	Amount
	Carriage of Stringing Material form ware house to Site store & then to Location No 49 & 50 and 51 & 50				
1	Carriage of Stringing Material with all allied hardware etc Through Vehicle from Ware House to camp store at 132 kV Grid Station Nathiagali	1.00	Job		
2	Shifting of Stringing Material with all allied hardware etc Manually in dense forest from Location No. 49 to 50 and then Location no 50 to 51 using Kacha approach road	1.00	Job		
		Total Part "A"			
Part "B"	**Stringing of Lynx Conductor including Earth Wire**				
1	Shifting of Stringing material form Site store to site of work and stringing of 03 No Lynx conductor i/c installation of Disc Insulators, PC Connector, Mid Spain Joint etc, as per standard drawing/specification complete with all accessories.	0.228	Kms		
2	Installation of Stock Bridge Dampers for Rail conductor complete in all respect	36.00	Nos		
3	Stringing of Earth Wire i/c and clamp as per specification	0.940	Kms		
4	Installation of stock Bridge Dampers for Earth Wire complete with all accessories.	6	Nos		
		Total Part "B"			
Part "C"	**Hill Cutting**				
1	Cutting hard rock such as granite, blast, hard lime stone or sand stone etc with chisel and hammers for approach road or clearance	864.000	Cum		
		Total Part "C"			
	Added 43.6 % Inflation Factor on WSCR items				
		Total Part C			
Part "D"	**Trimming and Cutting of Trees**				
1	Trimming of trees to maintain standard conductor clearance between Location No. 49 and 50 and between Location No. 51-50 and for approach	1.000	Job		
		Total Part "C"			
Part "E"	**Dismantling of Old Conductor**				
1	Dismantling of 03 No old lynx Conductor i/c of Disc Insulators, PG Connector, Mid Spain Joint etc, and return to Store through proper MRN.	1.000	Job		
2	Dismantling of Earth Wire i/c and clamp as per specification	1.000	Job		
		Total Part "E"			

S. No	Abstract of Cost		
1	Part "A" Carriage of Tubular Poles & Stringing Material (etc)	Rs.	
2	Part "E" Stringing of Lynx Conductor including E/Wire	Rs.	
3	Part "C" Hill Cutting	Rs.	
4	Part "D" Trimming and Cutting of Trees	Rs.	
5	Part "D" Dismintaling of Old conductor	Rs.	
		Total Cost	
		Added KPRA Tax	
		Total Estimated Cost	

Contractor Signature

Note:

Quantums of work can be increased or decreased as per actual work done on site.

Errors/mistakes will be corrected as and when deducted.

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Invitation for E-Bids (IFB)

TENDER NO. PD(GSC)/HAZECO/ NCB-07/2026-27

Hazara Electric Supply Company (HAZECO) invites e-Bids for the following works from contractors registered with PPRA EPADS and the Pakistan Engineering Council (PEC), renewed for the year 2026-27, under National Competitive Bidding (NCB) using the Single Stage One Envelope e-Bidding Method in accordance with the provisions of PPRA rules.

Tender ID	Description of Work	PEC Category with specialization Code	Estimated Cost (PKR)
PD(GSC)/HAZECO/ NCB No. 07/2026-27	CARRIAGE OF STRINGING MATERIAL FROM WARE HOUSE TO SITE STORE I/C HILL CUTTING & TREE TRIMMING AND APPROACH WAY AND STRINGING OF CONDUCTOR I/C EARTH WIRE AT LOCATION NO 49-50 AND EARTH WIRE AT LOCATION NO 50-51 OF 132 KV ABBOTTABAD- NATHIAGALI T/LINE	C-6 & Above (CE-10 & EE-05)	**6,934,720.56/-**

1. Eligibility:

This invitation for e-Bids is open to all Bidders, meeting the following requirements:

a) Registration with PPRA, including the use of EPADS, and the Pakistan Engineering Council (PEC) renewed for the year 2026-27 for the financial categories and codes specified for the above work. The bidder must demonstrate five (05) years of experience in the field of construction as per the required registration category and codes of the Pakistan Engineering Council (PEC).

b) A Bidder shall be a natural person, private entity, or government-owned enterprise who is active tax payer with FBR, KPRA, Sale Tax, excluding Joint Venture (JVs).

c) The Bidder must have successfully completed at least two (2) Civil contracts within the last five (5) years of the same nature and scope for above NCB. The value of each contract, work order, or revised amount of the completed project should not be less than Fifty *percent (50%)* of the estimated cost of the project mentioned. The Bidder shall provide relevant work orders, contract agreements, and completion certificates with the e-bid.

d) The Bidder shall have to provide the following duly certified / audited financial record for the last 03 years from a recognized firm registered with Institute of Chartered Accountants of Pakistan (ICAP).

Description
AATO (PKR) @ 70% of the estimated cost for above NCB.
Financial Resources / Cash flow (PKR) @ 30% of the estimated cost for above NCB.

Terms & Conditions:

2. National Competitive Bidding (NCB) will be conducted in accordance with **Single Stage One Envelope method.**

a. A complete set of Bidding Documents contain detailed instructions/terms & conditions and specifications, are available for registered bidders, on EPADS 2.0 at **(https://epads.gov.pk/),** as well as in the office of Project Director (GSC) HAZECO Abbottabad.

b. The prospective bidder shall submit 3% as Bid Security for the estimated project cost in the form of a CDR (Original sealed Copy) from any scheduled bank of Pakistan, in favor of Hazara Electric Supply Company (HAZECO), Abbottabad before bid closing time, failing which the e-bid shall be considered 'non-responsive' and rejected.

c. The bidder who quoted a bid (-10%) below or lower the engineered estimate shall also submit an additional 02% Bid Security of the estimated cost with e-bid for the project, in the form of CDR (Original sealed Copy), failing which the bid(s) shall be considered 'non-responsive' and rejected.

d. All the interested Bidders are directed to apply through E-Pak Acquisition & Disposal System (E-PADS 2.0) portal online (https://epads.gov.pk/)as per procedures laid down in the regulations of PPRA as per following date and time mentioned below in the office of Project Director (GSC), HAZECO, Abbottabad.

Tender ID.	Bid opening Date	Bid closing Time	Bid opening Time
PD(GSC)/HAZECO/ NCB No. 07/2026-27	23.11.2026	11:00 Hours	11:30 Hours

e. The e-bids having partial and incomplete documents shall be rejected.

f. Conditional e-bids shall not be accepted.

g. All the information and documents provided by the bidder must be based on facts beyond any doubt. Any misrepresentation, false statement or fake document found in the proposal at any stage, would lead to debarment / blacklisting of the Firm. The matter shall also be reported to the Pakistan Engineering Council (PEC) for cancellation of registration / license of the firm.

h. HAZECO reserves the right to accept or reject all the e-bids as per PPRA rule 45.

CONSTRUCTION EXPERIENCE

Form EXP - 4.1
General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

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

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

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

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

1. Key Activity No One: _____

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

	Information
E-mail:	

2. Activity No. Two

3. ……

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

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

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

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

Name of Bidder

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

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

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

Declaration

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

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

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

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

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

Financial Situation and Performance

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

* Refer ITA for date and source of exchange rate.

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