Standard Bidding Document

22/PD/GRT/2026-27 ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO
(Non-Consultancy Services)

National

Single Stage-One Envelope

October 27, 2026

Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)),Manager College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**22/PD/GRT/2026-27 ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO**" with the reference of **"P173523"**

2. The **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) 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, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.

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/173523**.

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 **Thursday,**

November 19, 2026 11:00 AM. E-bids will be opened on the same day at **Thursday, November 19, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 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 also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager
College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).
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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. 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 8 .**

7.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or

permitted.

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

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

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

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of itsbid, 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 bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

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

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. **Confidentiality**

27.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. 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.

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

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency 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;

30.1.2. 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

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

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

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

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

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

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

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful 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.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. **Procuring Agency's Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency's Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO))**

The subject of procurement is: **22/PD/GRT/2026-27 ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO**

Expected commencement date: **Thursday, January 28, 2027**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P173523**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 16, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. Satisfactory performance Certificates. List of project Completed during last Fy 2025-26 signed by Engineer Incharge. Bid Security Rs. 400000/- valid for 90-days from tender opening date active tax payer status, FBR and PRA, Valid PEC registration Certificate FY 2026-27

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Manager Project Construction GEPCO**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, November 19, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Thursday***

Date: ***Thursday, November 19, 2026***

Time *:* ***11:30 AM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

Grievence 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) Punjab (PRA) PEC

Eligibility Criteria	Document
Satisfactory performance Certificates. List of project Completed during last Fy 2025-26 signed by Engineer In charge. Bid Security Rs. 400000/- valid for 90-days from tender opening date.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO	**Address:** College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 30 days from the date of work orders **Quantity:** 327/Qty	327/Qty	400000 PKR

Related Services :

No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Services Specifications

Positions Without Lots :

Position: ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO

Specifications / Requirements:

__EMPTY	__EMPTY_1	__EMPTY_2	__EMPTY_3	__EMPTY_4
	ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC. FOR FY-2026-27			
	SR. NO.	DESCRIPTION	UNIT	QUOTED RATES WITHOUT PST (Rs.)
	1	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 58 feet Long	No.	

__EMPTY	__EMPTY_1	__EMPTY_2	__EMPTY_3	__EMPTY_4
	2	Assembling, Erection of HT Steel Structure 58 feet long	No.	
	3	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 45 feet Long	No.	
	4	Assembling, Erection of HT Steel Structure 45 feet long	No.	
	5	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 36 feet Long	No.	
	6	Assembling, Erection of HT Steel Structure 36 feet long	No.	
	7	Excavation / making concrete foundation, curing & back filling of LT Steel Structures (As per WAPDA SDI) of LT Steel Structure 31 feet Long	No.	
	8	Erection of LT Steel Structure 31 feet long	No.	

__EMPTY	__EMPTY_1	__EMPTY_2	__EMPTY_3	__EMPTY_4
	9	Earthing of HT/LT Steel Structures 58, 45, 36 and 31 feet as per Latest GEPCO/Wapda SOP/Standard Design.	No.	
	TOTAL			
	NOTE:			
	1-	All works will be executed strictly as per GEPCO / WAPDA latest standard Design, specification & instructions.		
	2-	All kinds of material will be drawn by Engineer Incharge of work. The material will be		
		handed over to the contractor at site except HT/LT P.C Spun Hollow Poles, the same will be collected		
		by the contractor from the designated P.C Pole Plants as per authority letter / Regional Store documents.		

__EMPTY	__EMPTY_1	__EMPTY_2	__EMPTY_3	__EMPTY_4
	3-	Bid guarantee Rs. 400000/- be submitted along with Bid Offer.		
	4-	Bid Guarantee valid for 90 days from the tender opening date will be retained in this office till the finalization		
		/ approval of the tender from competent Authority of the participant Contractors even not lowest		
		in the said tenders.		
	5-	In case of emergency GEPCO reserve the right to issue work order to any contractor in any		
		Sub Divn at Project Director Const. GEPCO latest approved rates.		
	6-	Tender / Bid offer shall remain valid for acceptance for 120 days from tender opening date.		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Scope of Work

Assembling, Excavation, Erection, Making Concrete Foundation, Curing, Back Filling, Complete Earthing Etc To 31, 36, 45 & 58feet Ling Steel Structure at the site of work; excavation at designated locations; erection/installation of poles; backfilling and proper compaction; complete earthing arrangement; and all allied works relating to poles installation, complete in all respects, in accordance with WAPDA Specifications, Standard Design Instructions (SDIs), approved drawings and directions of the Engineer-in-Charge, for all areas within the Tehsil(s) specified in the tender

Brief Description

Assembling, Excavation, Erection, Making Concrete Foundation, Curing, Back Filling, Complete Earthing Etc To 31, 36, 45 & 58feet Ling Steel Structure P.D Const Gepco

Price Schedule

For Individual Positions

#	Position 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.**

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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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**.

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**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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

Definitions

The Procuring Agency is: Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).

Contractor is:

The title of the subject procurement is:22/PD/GRT/2026-27 ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO

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:

Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager
College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).
+92-318-399-1500
project_director_gepco@yahoo.com

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:

Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager
College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).
+92-318-399-1500
project_director_gepco@yahoo.com

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 16**.**

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 **10.00%** 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:
Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

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

Inspection Shall be carried out by Engineer In charge at the cost of the firm

Delivery & Documents

Copy of work orders Copy of completion report

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, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P173523***

To: **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (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 **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (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., **22/PD/GRT/2026-27 ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58FEET LING STEEL STRUCTURE P.D CONST GEPCO (*P173523*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE 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: **Office of Manager Project Construction 132 kV (Gujranwala Electric Power Company Limited (GEPCO)), Manager College Road Grid Station, Near Alam Chowk., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (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 Non-Consultancy Services*(*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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

List of documents to be attached by bidders

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **List of documents to be attached by bidders** (page number: 75)

PRICE SCHEDULE / BILL OF QUANTITIES

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **PRICE SCHEDULE / BILL OF QUANTITIES** (page number: 135)

Tender Advertisement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Tender Advertisement** (page number: 136)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

GUJRANWALA ELECTRIC POWER COMPANY LIMITED

TENDER DOCUMENTS
ON ITEM RATE BASIS
FOR

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.

VOLUME-1

INSTRUCTION TO TENDERERS
TENDER AND APPENDICES
FORM OF CONTRACT AGREEMENT
AND CONDITION OF CONTRACT

These tender documents can be used for tending on item rate basis and also for signing the contract on the said basis. In the former event the following blank spaces shall invariably be filled out by the respective GEPCO Officer before issuing these Documents to a prospective Tender indicating the said Tenderer is name and address and the category in Which he is registered as Contractor in GEPCO together with designation and address of the officer with whom registered. The said GEPCO Officer shall also affix his date signature and seal in the blank space meant for the purpose. In the latter event i.e. when these Tender Documents are being used for signing the Contract, the following blank spaces shall be struck off.

Name, address and Category of The Registered Contractor to whom These Tender Documents are issued. _____
_____

Designation and Address of the GEPCO Officer with whom Registered: - _____
_____

Signature of GEPCO Officer who Issue these Tender Documents to the above tenderer: - _____
_____

Name (in Block Letters)
Designation and Address of GEPCO's above officer:-

PROJECT DIRECTOR CONSTRUCTION
132 KV COLLEGE ROAD GRID SATTION
NEAR ALAM CHOWK GUJRANWALA.

GUJRANWALA ELECTRIC POWER COMPANY LIMITED

LOCAL COMPITATIVE BIDDING
CONTRACT DOCUMENTS
FOR
ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.

VOLUME-1

INSTRUCTIONS TO TENDERS
TENDER AND APPENDICES
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AND PERFORMANCE BANK GUARANTEE
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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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INVETATION TO PREQUALIFIED/REGISTERED TENDERERS.

Dated _____

Tender No._____

1. **The GUJRANWALA ELECTRIC POWER COMPANY (GEPCO) invites sealed Tenders form prequalified/ registered Tenders for furnishing the necessary labour, material, equipment and services for Works and services for ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.**

2. **Tender documents can be down loaded from EPAD V 2.0 (PPRA).**

3. **Rs. 400000/- (Four Lac only) as Bid security in the name of Project Director Construction be attached with Bid. Tenders without Bid Guarantee shall not be opened and shall be considered cancelled.**

4. **Tender can be upload on EPAD V-2.0 up to 19-11-2026 before 11.00AM. Tenders will be opened at 11.30AM on 19-11-2026 through EPADS V-2.0 by the GEPCO Tender Opening Committee in the presence of those Tender's representatives who choose to attend the tender opening process at the office of the Project Director Construction GEPCO Gujranwala.**

5. **Valid Registration with PEC in specific category E04 and E05, Bid Guarantee, Satisfactory Performance certificate from the concerned PD Const. where the firms has executed the works, Registration with FBR / tax related departments and other documents as mentioned in the GEPCO Tender Notice must be attached with offered bid when uploading of EPADS. Bids without pre-requisite documents mentioned above shall not be opened and will be rejected.**

6. **Original copies of bid guarantees must be submitted to this office upto 11.00AM on 19-11-2026 before tender opening, otherwise tender of concerned participants shall not be opened and will be rejected.**

7. **Evaluation of the tender / bid offer shall be made on the basis of least cost / bid offer and having attached documents i.e. PEC valid Registration, Satisfactory performance certificate, Registration with FBR / tax related department, bid security.**

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

General

1. (1) **The Gujranwala Electric Power Company (GEPCO) hereinafter referred to as the Employee, through its _____ hereinafter referred to as the engineer, invites contractors to submit tenders for the following works.**

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.

(2) **Only those contractors are authorized to submit tenders for the works described in these Contract Documents in who fulfill the criteria mentioned above. Provided, however, that the said contract Documents shall not be issued to a contractor unless he is registered to tender for the respective category of GEPCO works with reference to the area where the works are located. Qualified foreign firms are not precluded from registering and tendering.**

(3) **Tenders shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Tenderers are provided to assist Tenderers in preparing their tenders and do not constitute part of the Contract Documents.**

Tenders Documents

2. (1) **The following together comprise the Tender Documents and are Tender a part and parcel thereof: -**

   a. **Invitation to Tender**

   b. **Instruction to Tender**

   c. **Tender and Appendices**

a. Form of Contract Agreement.
b. Conditions of Contract.
c. Specifications.
d. Drawings.
E, Addenda (if any)

Appendices to Tender

(2) Appended to the Tender and forming a part thereof are the following appendices:

Appendix A. Special Stipulations.
Appendix B. Schedule of Materials to be Supplied by the employer.
Appendix C. Schedule of Specified Materials.
Appendix D. Bill of Quantities.
Appendix E. Form of Tender Bond.

(3) Volumes II shall contain specification and drawings and volume I the rest of the above parts.

3. Tender Shall be prepared complete with appendices. In their tenders, Tenders shall observe the following requirements.

Preparation of Tenders

a. Tenders are to be prepared by filling out the forms provided completely and without alteration. All entries shall be type-written or printed in ink except signatures which shall be written in ink. The completed forms shall be without interlineations or erasures except those interlineations which are necessary to correct errors made by the Tenders, in which case the said interlineations shall be initiated by the person or persons singing the tender.
b. All entries in the tender are to be in the English language.
c. The tender must be signed by one duly authorized to do so.
d. Tenders shall indicate in the space provided in the Tender their full and proper address at which notices may be legally served on them and to which all correspondence in connection with this Tender and the contract is to be sent.

Submission of Tenders

4. (1) One copy of Tender Documents containing the completed Tender, including appendices and the Tender security, shall be uploaded on EPAD which shall be filled out with the Tender's name and address on the front upper left-hand corner.

"Tender for"

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.

Tenders can be uploaded on EPAD V-2.0 before 11.00 AM dated 19-11-2026 & they will be publicly opened on 11.30 AM and read in presence of all the participating firms or their representatives who choose to attend the opening. Tenderers are advised to take means such as timely uploading on EPADS V-2.0.

(2) Tenders should retain the other copy of the Tender Documents as their file copy.

Copy to be Retained by Tenderer

(3) Only the names of Tenders, the Tender Prices and presence of requisite Tender Security shall be announced.

Opening of Tenders

8. For ease of reference, certain specific information such as amount of Tender Security limit of retention money, and the like is given in Special stipulations, Appendix-A to the Tender.

Special stipulations Appendix-A to Tender

9. The schedule of Materials to be supplied by the Employer at the option of the contractor (Appendix-B to Tender) lists the materials and goods to be arranged by the employer or the Engineer for the Contrctor including also the rates and place or places at which the said materials and goods will be delivered to the Contrctor.

Schedule of Materials to be supplied by employer Appendix-B to Tender

10. (1) The prices entered in the schedule of specified materials as the basis prices for Ordinary Port Land Cement, Reinforcement steel, Petrol and diesel oil shall be deemed to have been used by tenderers in pricing their bill of quantities for applying the provisions of Clauses 65(3) of the conditions of contract.

Schedule of specified materials Appendix-C to Tender

(2) Except if and to the extend stated otherwise in the Tender documents the Contractor shall at his own expenses arrange and provide all materials, such as, but not limited to cement, reinforcement steel, Diesel oil, petrol, kerosene and lubricants.

Instructions to Tenderers.

8 . **(**1) Tenderers shall enter their Bids for undertaking the works under this Contract in the Bill of Quantities (Appendix-D to the Tender). The Bill of Quantities shall be filled out completely, with all rates and amounts to be expressed in Pakistani Rupees. The unit rates shall not only be expressed in figures but also be expressed in words.

Quantity and unit

(2) No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the Bill of Quantities be made because of an increase or decrease in the which quantity from the estimated quantity indicated therein.

Unit rates

(3) The unit rates entered in column of bill of Quantities and the lump sum amount (if any) entered in column of the Bill of Quantities will be the rates at which the contractor will be paid and shall be deemed to include all costs of performing the works including income tax, super tan and / or other duties and taxes, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract. The unit rates entered in Bill of Quantities shall be extended to show the total cost of Bill of Quantities for each item. The total of Tender Price and shall be entered in paragraph 1 of the Tender. Where a discrepancy exists between the unit rates and the extended total cost, the unit rate shall be taken as correct and the total amount adjusted accordingly. In the event of discrepancy between unit rates expressed in figures and those expressed. In words, the unit rates expressed in words shall be taken as correct sufficiently.

Tender Security

9 In order to be considered, Tenders must be accompanied by a Tender Security in the form of a Bank Draft or Cashier's Cheque or Pay Order or a Tender Bond obtained from a Scheduled Bank of Pakistan or it may be a Tender Bond in the form appended to the Tender obtained from a Scheduled Bank of Pakistan in the amount **of Rs. 400000/-.** WAPDA Bonds shall also be accepted in lieu of Tender Security in accordance with the provisions of Clauses 69 of the Conditions of Contract. The Tender Security shall remain valid for not less than **Ninety days (90) days** from date set for opening of tenders. The Tender Securities of unsuccessful Tenderers will be returned by the Employer upon award of the contract. The Tender Security of the Successful Tenderer shall be returned upon execution of the Contract Agreement, covering this Work and the furnishing of performance security. Should the successful Tenderer refuse of fail for any reason to enter into the Contract this cheque. Draft or Pay Order (as the case may be) shall stand forfeited.

10. (1) **The successful Tenderer shall be required to furnish 10% Bank Guarantee for the performance of the Contract and may also be deducted from the contractor bills.**

Performance security

(2) If the successful Tenderer desires to make use of his WAPDA Bonds in lieu of Performance Security he shall be required to deposit the Bonds in an amount of 10 percent of the Contract Price in accordance with Clause 69 of the Conditions of Contract.

Inspection of site

11. Each Tenderer shall inspect and Examine the Site and surroundings and shall satisfy himself before submitting his Tender as to the nature of the ground, the hydrological and climatological Conditions the form and nature of the site the quantities and nature of the Work and materials necessary for the completion of the Works, and the means of access to the Site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influences or affect his Tender.

CONDITION OF CONTRACT.

Sufficiency of Tender

12. Each Tenderer shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices stated in the Bill of Quantities, which rates and prices shall, except insofar as it is otherwise expressly provided in the Contract cover all obligations, under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

Award of contract

13. Promptly after opening of Tenders, the Engineer will undertake a detailed study and appraisal of the Tenders submitted. The Employer will award the contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender Price provided further that the Tenderer has the capabilities and resources to carry out the Contract, once the engineer has arrived at a decision regarding the award of the contract, he will inform the successful Tenderer in writing of the said award and the successful Tenderer will, **within fifteen days** of the date of receipt of such letter of award, execute a Contract Agreement in the form set out in the Tender Document with such alterations or additions there to as may be required to adapt such Agreement to the circumstances of the Tender Failure of the successful Tenderer to enter into a contract with the Employer shall be just cause for the annulment of the award and in the event of such annulment the Tender Security of the successful Tenderer shall stand forfeited. **The award then may be made to another Tenderer, or alternatively the Employer or the Engineer may call for new Tenders. In any event the Employer reserves the right to reject any or all tenders and to waive any information in the Tenders, if it appears to be in the best interest of the Employer to do so. Time for**

Time of Completion

14. All works called for in the Tender Documents are required by Clause 40 "Time for Completion" of the Conditions of Contract to be completed within the time stated in Special Stipulations Appendix-A to the Tender

15. The Contractor shall be responsible to Pay all taxes such as income Tax, Super and all other taxes arising out of the Contract and the rates and. Prices Incorporated In the Bill of Quantities shall be deemed to include all such Taxes.

Insurance with NIC

16. Attention of Tenderer is drawn to the legal requirement that all Insurance relating of Public Property shall be affected with the National Insurance corporation (NIC) of Pakistan.

Tender and appendices

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Condition of Contract.

NAME OF WORKS…….

TENDER FOR CONTRACT NO…….

TENDER

(Note:- The Appendices form a part of the Tender. Each Tender is required to fill up all the blank spaces in this Tender Form and Appendices).

Gujranwala Electric Power Company Gujranwala

GENTLEMEN

1. The undersigned Tenderer, having examined the Conditions of Contract, specifications, Drawings, Appendices to Tender including Bill of Quantities, and Addenda No……..there-to, and having been satisfied as to all condition under which the above named Works must be performed, hereby offers to complete and maintain the works provide the specified services as set forth in the said Tender Documents, including the Addenda there to, for the total Tender Price of Pakistani Rupees 20.00 Million (Rs) or such other sum as may be ascertained in accordance with the said Conditions of Contract and the rates currency, components and prices set forth in the Bill of Quantities appended hereto.

2. Should this tender be accepted by you we agree:

(a). to send a representative of representatives having power of Attorney to …… Pakistan. Immediately upon receipt of the letter of Acceptance of this Tender for the purpose of executing a Contract Agreement in the form set out in the Tender Documents with such alterations or additions thereto as may be required to adapt such Agreement to the circumstances of this Tender.

(b.) to commence the Works within fourteen (14) calendar days after the date of receipt of the Engineer's Order to Commence and to complete the Works except maintenance within the time of completion specified in Appendix-A hereof; and.

(c.) to furnish a performance Security in the form of a bank guarantee from....……..... to be jointly and severally bound with us in an amount of 10 percent of the above named sum in accordance with the Conditions of Contract within 15 days of the Tenderer's receipt of the Letter of Acceptance.

OR

to deposit WAPDA Bounds in an amount of 10 percent of above named sum in (Name, Branch, & Address of Bank acceptable to you) and furnish the Bank Receipt along with Letter of Undertaking from the Bank in accordance with the terms of Contract.

3. **We agree that this Tender / offered bid shall remain valid for acceptance for a period of One hundred and twenty (120) days from the date set for opening of Tenderer and may be accepted by you at any time before the expiration of such period.**

Condition of Contract.

4. Until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any Tender you may receive, and that you will not defray any expenses incurred by us in tendering.

6. As security for the due performance of the undertaking and obligations of this Tender, we submit herewith a **Tender Security Rs. 400000/-** in the amount of Pakistani Rupees drawn in your favour or made payable to you and valid for a period of Ninety days (90) days beginning the date Tenders are opened.

7. We understand that all Appendices attached hereto form part of this Tender.

Dated this……day of …….20…….

THUNDERED ……..

BY ……

……

Title ……

Address……

ATTESTED:

……
Secretary (Seal)

Appendix-A to Tender.

SPECIAL CONDITIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract which is the subject of this Tender are set forth herein.

Item	Clause	Requirement
1. Limit of scope of work.		Rs. 20.00 Million for each Tender
2. Amount of Performance security in the of Bank Guarantee or WAPDA Bonds.	10	Ten (10) percent of contract form price in the Letter of Acceptance.
3. Time for Commencement	38	Within 14 days Date of receipt of Engineer's Order to Commence.
4. Time for Completion.	40	As per work order issued by Engineer Calendar days from the date of receipt of Engineer's Order to Commence.
5. Amount of Liquidated Damages.	44 (1).	Rs. 5000/- per day subject to a maximum of ten percent of the Contract Price named in the letter of Acceptance.
6. Period of Maintenance.	46 (1).	6 months from date of issuance of certificate of Completion.
7. Percentage of Retention.	55 (2)	Ten (10) Percent
8. Minimum Amount of Certificate (Running Bills)	55(2)	Rs……..
9. Time within which payment is to be made after Receipt of Engineer's Certificate	55 (4)	Thirty (30) days
11. Repeat Order		15 % (Fifteen %)
12. Extension in contract		Contract may be extended for Further 20.00 million per tender under same terms and conditions of already approved / signed agreement on satisfactory completion and performance with mutual consultation of both parties and after approval from competent authority.

Appendix-B to Tender.

SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE EMPLOYERS

EMPLOYERS The Material (s) and/or good (s) listed in the following table are available with the Employer and will be provided to the Contractor at the prices and places set out therein.

Item	Description	Unit Price (Rs)	Place of Delivery
1	2	3	4

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-C to Tender.

SCHEDULE OF SPECIFIED MATERIALS

For the purpose of Clause 65 (3) of the Conditions "Specified Materials" are the materials set out in the second column of the Table below and the "Basic Price" for any Specified Material is the price set opposite to such material in the fourth column of the said table.

The Basic Prices set out in the Table below will be those prevailing 30 days prior to Tender opening date and shall also be deemed to have been used by the Contractor in arriving at the unit rates entered by him for the items included in the Bill of Quantities. If this table is deleted or left blank, then no escalation on Specified Materials shall be payable.

Item	Description	Unit and Price Point	Basic Price (Rupees)
1	2	3	4
1.	Standard Portland Cement (Sacked).		
2.	Reinforcement Steel		
3.	Petrol		
4.	Diesel		

Appendix-D to Tender. **BILL OF QUANTITIES**

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC. FOR FY-2026-27

TENDER NO. _____ CONST SUB DIVISION _____ DISTRICT/TEHSIL _____

SR. NO.	DESCRIPTION	UNIT	QUOTED RATES WITHOUT PST (Rs.)
1	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 58 feet Long	No.	
2	Assembling, Erection of HT Steel Structure 58 feet long	No.	
3	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 45 feet Long	No.	
4	Assembling, Erection of HT Steel Structure 45 feet long	No.	
5	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 36 feet Long	No.	
6	Assembling, Erection of HT Steel Structure 36 feet long	No.	
7	Excavation / making concrete foundation, curing & back filling of LT Steel Structures (As per WAPDA SDI) of LT Steel Structure 31 feet Long	No.	
8	Erection of LT Steel Structure 31 feet long	No.	
9	Earthing of HT/LT Steel Structures 58, 45, 36 and 31 feet as per Latest GEPCO/Wapda SOP/Standard Design.	No.	
	TOTAL		

NOTE:

1- All works will be executed strictly as per GEPCO / WAPDA latest standard Design, specification & instructions.
2- All kinds of material will be drawn by Engineer Incharge of work. The material will be handed over to the contractor at site except HT/LT P.C Spun Hollow Poles, the same will be collected by the contractor from the designated P.C Pole Plants as per authority letter / Regional Store documents.
3- Bid guarantee Rs. 400000/- be submitted along with Bid Offer.
4- Bid Guarantee valid for 90 days from the tender opening date will be retained in this office till the finalization / approval of the tender from competent Authority of the participant Contractors even not lowest in the said tenders.
5- In case of emergency GEPCO reserve the right to issue work order to any contractor in any Sub Divn at Project Director Const. GEPCO latest approved rates.
6- Tender / Bid offer shall remain valid for acceptance for 120 days from tender opening date.

ISSUED THROUGH EPADS
BY
PROJECT DIRECTOR CONST.
GEPCO LTD GUJRANWALA.

ISSUED TO

STAMP/SIGNATURE
OF CONTRACTOR
Uploading Date_____

Appendix-E to Tender.

FORM OF TENDER SECURITY

Security Executed on.....

Name of Surety with Address…….

(not other than a Scheduled Bank in Pakistan)……...

Name of Principal (Tenderer)…….

Sum of Security (express in words and figures)…….

Date of Tender…….

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal (Tenderer). We the Surety above-named are held and firmly bound unto the Gujranwala Electric Power Company (GEPCO), hereinafter called the Employer, in the sum stated above, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, Jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Tender has sub-mitted the accompanying Tender dated……..for …….. ……..for said Employer and

WHEREAS, the Employer has required as a condition for considering said Tender that the Tenderer deposits with the Employer either a certified cheque, or cashier's cheque, or banker's draft or deposit WAPDA Bonds with the specified Bank, equivalent to not less than Rupees..... (Rs).....or in lieu thereof furnish a Tender Guarantee in like amount from a Scheduled, Bank of Pakistan (or in case of foreign bank under-written by a Scheduled Bank of Pakistan) Conditional as under:-

(a) (i) that the Tender Security Guarantee shall remain valid for not less than Ninety Days **(90 days)** following the date set for opening of Tenders regardless of the validity period of the Tender Itself, and

(II) that the Tender Security Guarantees of the unsuccessful Tenderer will be returned by the Employer upon award of the contract, and

(III) that in event of failure of the successful Tenderer to execute the proposed Contract for such work the entire said sum be paid, immediately to the said Employer as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW, THEREFORE, If the successful Tenderer shall, within the period, specified there for on the attached prescribed forms presented to him for signature, enter into a formal Contract with the said Employer, within the time specified in the Contract Documents and the proper fulfillment of said Contract, or in the event of withdrawal of said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the sum of

Rupees …….(Rs) …….

upon first written demand of the Employer notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVED ALSO THAT the. Employer shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his obligations to sign the Contract within the time stated above or has defaulted in fulfilling said requirements and the Surety shall pay without objection the sum of Rupees……...……(Rs) …….upon demand from the Employer for the with and without any reference to the Principal (Tenderer) or any other Person.

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

SURETY ……..

SEAL

Witness

1. …….

……..

2. …….

…….

FORMS OF CONTRACT AGREEMENT AND PERFORMANCE SECURITY

FORM OF CONTRACT AGREEMENT

This AGREEMENT, made this..... day of ……. 20 ……Between Gujranwala Electric Power. Company (GEPCO) hereinafter called the Employer of the one part and…….
.....
.....
..... (hereinafter called the Contractor of the other part)

WITNESSETH:

WHEREAS. Tenders have been received by the Employer for the construction and maintenance of the ……
…….....and the Tender of the Contractor for said construction and maintenance has been accepted by the Employer.

NOW THEREFORE, for and in consideration at the promises, covenants, and agreements hereinafter contained and to be performed by the patties hereto, the said patties hereby covenant and agree as follows.

(i).. consideration of the covenants and agreement to be kept and performed by the Contractor, and for the faithful performance of this Contract, and the completion of the work according to the Specifications and Conditions here in contained, the Employer shell pay and the Contractor receive and accept as full compensation for everything furnished and done by the Contractor's under this Agreement the Contract Price stipulated in the Letter of Acceptance, at the times and In the manner prescribed by the Conditions of Contract.

(ii) Said work shall be started within Fourteen (14) days of the Contractor's receipt from the Engineer of a written order to commerce, and the Contractor shall fully complete the Works within... Calendar days after receipt of written Order to commerce except for maintenance which shall be completed 06 months after the certified date of Completion.

(iii). In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

(iv). The following documents shall be deemed to form, and be read and construed as a part of this Agreement:

(a). The Tender and Appendices A through E

(b). The Conditions of Contract.

(c). Contract Agreement.

(d). Performance Security

(e) Specifications

(f) The Drawings.

(a) Addenda. Nos. 1 to ……

(which have been incorporated in the contract)

(b) Letter of Acceptance

IN WITNESS WHEREOF, the parties hereto have executed this Contract in three (3) counterparts, as of the day and year herein above set forth, one copy each to be filed in the offices of the Employer, the Engineer and the Contractor.

GUJRANWALA ELECTRIC POWER COMPANY (GEPCO)

General Manager……..

For & on behalf of:

WITNESS: By:

…… ……

(Seal) (Seal)

……

Contractor

WITNESS By.

…… ……

(Seal) (Seal)

FORM OF PERFORMANCE SECURITY (UN CONDIONAL)

To:

(Gujranwala Electric Power Company "GEPCO"]
(Address of Employer)

WHERE AS.....

(hereinafter called "the Contractor") has undertaken in pursuance of Contract No …… dated …….to execute……...(herein after called "the Contract") AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee,

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [In words] such sum being payable in the types and proportions of such currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of as aforesaid. without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the items of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way released us from any liability under its guarantee, and we hereby waive notice of any such change, additions or modification.

This guarantee is valid until the date (30 days after the delivering of the Maintenance Certificate to the Contractor.)

SIGNATURE AND SEAL OF THE GUARANTOR……..

Name of the Bank…….

Address…….

……..

Date……..

CONDITIONS OF CONTRACT

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Conditions of Contract.

DEFINITIONS AND INTER PRESENTATION

(1) in the Contract, as hereinafter defined, the following Definitions

Words and expression shall have the meanings hereby Assigned to them except where the context otherwise requires:

(a) "Employer" Gujranwala Electric Power Company (GEPCO) who will employ the contractor and the legal successors in title to the Employer, but not, except with the consent of the Contractor any assignee of the Employer.

(b) "Employer's Representative" means the General Manager.... or other person or from time to time to time duly appointed in writing by the Employer.

(c) "Contractor" means the person or persons, firm or company or joint venture whose tender has been accepted by the Employer and Includes the Contractor's personal representatives, successors and permitted assigns.

(d) "Contractor's Agent" (or Representative) means the person for the time being or from time to time appointed by the Contractor pursuant to the provisions of Clauses 15 hereof.

(e) "Engineer" means the P.D. Const GEPCO or other Engineer appointed from time to time by the Employer and notified in writing to the contractor to act as Engineer for the purpose, of the Contact in place of the Engineer so designed.

(1) "Engineer's Representative" means any Resident Engineer or Assistant of the Engineer or any Clerk of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer.

(g)"Works" shall include both Permanent works and Temporary Works.

(h) "Contract" shall include the Tender and Appendices, the Conditions of Contract, the specifications, the Letter of Acceptable, the Performance Security, the drawings and Addend which have been incorporated in it.

(i) "Contract Price" means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

(j) "Constructional Plant" means all appliances or things of whatsoever nature required In or about the execution or maintenance of the Works but does not include material or other things intended to form or forming part of the permanent Works.

Conditions of Contract.

(a)"Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Works.

b) ("Permanent Works" means the permanent works to be executed and maintained in accordance with the Contract.

(c)"Specification" means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.

(d) "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer as such other drawings as may from time to time be furnished or approved in writing by the Engineer.

(e)"Site" means the land and other places on, under in or through which the Permanent Works or Temporary Works designated by the Engineer are to be executed and any other lands and places provided, by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.

(f) "Approved means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means in writing. Including as aforesaid. Singular and

Singular and plural

(2) Words importing the singular only also include the plural and vice where the context requires.

Marginal headings or Notes

(3) The marginal headings or notes in these General Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

(4) The word "Cost" shall be deemed to include costs whether on or off the site.

ENGINEER AND ENGINEER'S REPRESENTATIVE

General rule of Engineer

2(1)In measuring, valuing, deciding or clarifying the Engineer acts by his skill from his knowledge of the facts and incidents connected with the Contract and in so far as any facts are not within his own knowledge the Engineer shall be at Liberty to Inform himself by enquiry of such person or persons as he may consider necessary, The Engineer shall at all times be considered to be aware of all facts necessary for him to form his own opinion, make his measurements or valuations, give his decisions or orders, make his requisitions, or give or refuse his certificate and he shall be at liberty to certify at such times and in such manner as in his discretion he may think proper.

Duties and powers of Engineer and Engineer’s Representative

(2) The duties of the Engineer's Representative are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor except as expressly provided hereunder of elsewhere in the Contract to order any work involving delay or any extra payment by the Employer nor to make any variation of or in the Works

Condition of Contract.

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

(a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

Emergency Powers of Engineer's Representativ

(3) Notwithstanding the provisions of sub-clause (2) hereof if in the opinion of the Engineer's Representative an emergency occurs affecting the safety of life or of the Work or of adjoining property he may direct the Contractor to carry out all such work or to do all Such things as may be necessary in the opinion of the Engineer's Representative to abate or reduce the risk. The Contractor shall forthwith comply without appeal with any such direction of the Engineer's Representative.

ASSIGNMENT AND SUB-LETTING

Assignment

3. The Contractor shall not assign the Contract or any part hereof of any benefit or Interest therein or there under (otherwise than by a charge in favor of the Contractor's Bankers of any monies due or to become due under this Contract) without the prior written consent of the Employer.

Sub-letting

4. the Contractor shall not sublet the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not sublet any part of the works without the prior written consent of the Engineer (which shall not be unreasonably with held) and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-contractor, the sub-contractor's agents, servants or workmen as fully as if they were the acts defaults or neglects of the Contractor, his agents servants or workmen. Provide always that the provision of labor on a piece work basis shall not be deemed to be a sub-letting under this clause.

EXTENT OF CONTRACT

Extend of Contract

5. The Contract comprises the construction, completion and maintenance of the Works and except in so far as the Contract otherwise provides the provision of all Labor Materials, Constructional Plant. Temporary Works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or can reasonably be inferred from the Contract.

CONTRACT DOCUMENTS

Language

6 (1) The Contract shall be construed and interpreted according to the English Language.

Documents Mutually Explanatory

(2) Except if and to the extent otherwise provided by the Mutually Contract, the provision of these Conditions of Contract shall prevail over those of any other document forming the Contract, subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor Instructions there on. Provided always that if, in the opinion of the Engineer compliance with any such instructions shall involve the Contractor In any cost which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall certify and the Employer shall pay such addition sum as may be reasonable to cover such costs.

Custody of Drawings

7. (1) The Drawings shall remain in the sole custody of the Engineer but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract, the Contractor shall return to the Engineer all Drawings provided under the Contract.

The Contractor shall give adequate notice in writing to the Engineer or the Engineer's Representative of any further drawing or specification that may be required for the execution of the Works or otherwise under the Contract.

One copy of Drawing to be kept on site

(2) One copy of the Drawings furnished to the contractor as aforesaid 'shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person Authorized by the Engineer In writing.

Description of progress

(3) The Contractor shall give written notice to the Engineer whenever planning or progress of the Work is likely to be delayed or disrupted unless any further drawing or order, including a direction instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered it is late.

Delays and cost of Delay of Drawings

(4) If, by reason of any failure or inability of the Engineer to Issue within a time reasonable in all the circumstances any drawing or order

Further Drawing and Instruction

requested by the Contractor in accordance with sub-clause. (3) of this Clause, the Contractor suffers delay and/or incurs costs then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled, under Clause 41 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

13. The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

GENERAL OBLIGATIONS

Contractor's General responsibilities

9. (1) The Contractor shall, subject to the provisions of the Contract and with due care and diligence, execute and maintain the Works and provide all labor, including the supervision thereof, materials, Construction Plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

Contractor's responsibilities

(2) The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract for, the design or specification of the permanent. Works, or for the design or specification of any temporary works prepared by the Engineer.

Contract Agreement

(3) The Contractor shall when call upon so to do enter in to and execute a contract agreement (to be prepared at the cost of the Employer) in the Form annexed with such modification as may be necessary. Contract may be extended for further Rs. 10.00 million for each tender on completion of the projects / utilization of total bid value on satisfactory performance with mutual consultation and approval of the competent authority under same terms and conditions of already approved agreement.

Performance Security

10 (1) The Contractor shall obtain and furnish to the Employer a Bank Guarantee jointly and severally binding with the Contractor to the Employer Performance Security in a sum stated in the Tender for the due performance of the Contract under the terms of the said Security. The said bank and the Security shall be approved by the Employer and the cost of obtaining and furnishing the Security shall be at the expense in all respects of the Contractor. The performance Security will be released by the Employer not later than 30 days following the date of delivery of the Certificate of Maintenance of Works by the Engineer.

Performance Security

(2) If the successful Tenderer desires to make use of WAPDA Bonds in lieu of Performance Security, he shall be required to deposit the Bonds in an amount of 10 percent of the Contract Price in the Bank specified of WAPDA in accordance with Clause 69 of the Conditions of Contract.

Inspection of site

11. The Contractor shall also be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the subsurface conditions, hydrological and climatic conditions, the extent and

nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation.

Condition of Contract.

He may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstance which may influences or affect his Tender.

Sufficiency of Tender

12. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities which rates and prices shall except in so far as it is otherwise provided in the contract cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works. If however during the execution of the works the Contractor shall encounter physical conditions other than climatic conditions on the Site, or artificial obstructions which conditions or obstructions could not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineers Representative.

Advise Physical Conditions & Artificial Obstructions

(a) of complying with any instruction which the Engineer may issue to the Contractor in connection therewith; and

(b) of any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer;

as a result of such conditions or obstructions being encountered. Work to be to the

Work to be to the satisfaction of Engineer

13. The Contractor shall execute complete and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the Works. The Contractor shall take instructions and directions only from the engineer or (subject to the Imitations referred to Clause 2 hereof) from the Engineer's Representative.

Program of Works to be furnished

14. As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer for his approval a program showing the order to procedure and method by which he proposes to carry out the works and shall whenever required by the Engineer or Engineer's Representative furnish particulars in writing of the Contractors arrangements for the carrying out of the Works and of the Constructional Plant and Temporary Works which the Contractor intend to supply use or construct as the case may be The submission to and approval by The Engineer or Engineer's Representative of such program or the furnishing of such particulars shall not relieve the Contractor of any his duties or Responsibilities.

Contractor Superinte-ndence

15. The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may -consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative

approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer the Contractor shall as soon as Is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of Clause 2 hereof) the Engineer's Representative.

Contractor's Employees

16. (1) The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.

(a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

(b) such skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of the Works.

Removal of Contractor's Employees

(2) The Engineer or the Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor In or about the execution or maintainable of the Works who in the opinion of the Engineer or the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the engineer or the employer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer or the Employer. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

Setting-out

17. The Contractor shall be responsible for the true and proper setting-out of the Works In relation to original points lines and levels of reference given by the Engineer in writing and for the correctness (subject as above-mentioned) of the positions levels dimensions and alignment of all parts of the Works and for the provision of all necessary instrument's appliances and labor in connection therewith. If at any time during the progress of the Works any error shall appear or arise in the position levels dimensions or alignment of any part of the Works the Contractor on being required so to do by the Engineer or Engineer's Representative shall at his own expense rectify such error to the satisfaction of the engineer or engineers representation unless such error is based in incorrect data supplied in writing by the Engineer or the Engineer's Representative in which case the expense of rectifying the same shall be borne by the Employer The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not it any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails pegs and other things used in setting out the Works.

Condition of Contract.

Boreholes & Exploratory excavation

18. If at any time during the execution of the works the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provision of Clause 48 hereof.

Watching and Lighting

19. The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing, and watching when and where necessary or required by the Engineer of Engineer's Representative or by any duty constitute authority for the protection of the Works or for the safety and convenience of the public or others.

Care of works

20. (1) From the commencement to the completion of the Works the Contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage, loss or injury shall happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except the excepted risks as defined In sub-clause (2) of this clause) shall at his own cost repair and make good the same so that at completion the. Works shall be in good order and condition and in conformity in every respect With the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks the Contractor shall if and to the extent required by the Engineer and subject always to the provisions of Clause 60 hereof repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damages for the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligation under. Clauses 46 or 47 hereof.

Except Risks

(2) The "excepted risks are war, hostilities (whether war be declared or not). Invasion, act of foreign enemies, rebellion, revolution, Insurrection, or military or usurped power, Civil war or (otherwise than among the Contractor's own employees) riot, commotion, or disorder, or use or occupation by the Employer of any portion of the Works In respect of which a Certificate of Completion has been issued or a caused solely due to the Engineer's design of the Works.

Insurance of Works, etc

(3) Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall prior to commencement of the Works insure in the Joint names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clauses 20 (1) hereof and are also covered during the period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of Maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations. The costs to the Contractor for providing the aforesaid insurance shall be deemed to be included in the rates and prices entered in the Bill of Quantities and no separate payment shall be made.

Damage of persons and Property

21. (1) The Contractor shall indemnity and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever other than surface or (other damage to land being or crops being on) the Site suffered by tenants or occupies) which may arise out of

or in consequence of the construction and maintenance of the works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect of or in relation thereof provides always that nothing here in contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

(a) The permanent use or occupation of land by the Works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.

(b) The right of the Employer to construct the Works or any part thereof on over under in or through any land.

(c) Interference whether temporary or permanent with any right of light air way or water or other easement or quasi-easement which is the unavoidable result of the construction of the Work in accordance with the Contract.

(d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the Contract by the Employer, his agents servants, or other contractors (not being employed by the Contractor), or for or in respect of any claims, demands, proceeding, damages, cost, charges, and expenses in respect thereof or in relation thereto.

Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the area defined in the specification of shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the Works.

Indemnity by Employer

(2) The Employer will save harmless and indemnity the Contractor from and against all claims demands proceedings damages cost charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this Clause.

Third Party Insurance

(3) Before commencing the execution of the Works the Contractor but without limiting his obligations and responsibilities under sub-Clause (1) of this clause shall insure against his liability for any material or physical claim age, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying of the contract, other wise then due to the matter referred to in the proviso to sub-clause (1) of this clause. The Cost to the Contractor for providing the aforesaid insurance' shall be deemed to be included in the rates and prices entered in the Bill of Quantities and no separate payment shall be made.

Remedy on Contractor's Failure to insure

(4) If the Contractor shall fail to effect and keep in force the insurances referred to in Sub-Clause 20 (3) and 21 (3) and Clause 22 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such

insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

Accident or Injury to Workmen

22. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or in respect or injury to any Workman or other person in the employment of the Contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Employer his agents or servant and the Contractor shall indemnify and keep indemnified the Employer against all, such damages are compensation (save and except as aforesaid) and against all claims, demand proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

Giving of Notices and Payment of fee

23. (1) The Contractor shall give all notices and at his own cost pay all fees required to be given or paid by any National or State Statute Ordinance or other Law or any Regulation or By-Law or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the rules and regulations of all public bodies and companies whose property or rights a affected or may be affected or may be affected in any way by the Works

Compliance with status Regulations etc

(2) The Contractor shall confirm in all respects with the provisions of any such Statute, Ordinance or Laws as aforesaid and the Regulations of By-Law of any local or other duly constituted authority which may be applicable to the Works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute Ordinance or Law, or Regulation or By-Low.

Payments of Income tax and others

(3) **The Contractor shall be responsible for the payment of all Pakistan Income Tax. Super Tax, and other taxes on income arising out of 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.**

Insurance with NIC

(4) As a legal requirement all insurance relating to the Public Property under the Contract, shall be affected with National insurance Corporation (NIC) of Pakistan.

Fossils etc

24. All fossils coins articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workman or any other persons from removing or damaging any such article or things and shall immediately upon discovery thereof and before removal acquaint the Engineers Representative of such discovery a carry-out at the expense of the Employer the Engineer's Representative's orders as to the disposal of the same time.

Patent Rights & Royalties

25. "The Contractor shall save harmless and indemnity the Employer from and against all claims and proceedings for or on account of infringement of any patent rights design trademark or name or other protected rights in respect or any Constructional Plant machine work or

material used for or in connection with the Works or Temporary Works or any of them and from and against all claims,

Conditions of Contract.

demands, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified the Contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works or any of them.

Interference with Traffic & adjoining Properties

26. All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnity the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as Contractor is responsible therefore.

Extraordinary Traffic

27. (1) The Contractor shall use every reasonable means to prevent any of the highways or bridges connecting with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractor and in particular shall select routes choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited so that no damage or Injury may be occasioned to such highways and bridges.

Liability in case of Extraordinary Traffic

(2) The Contractor shall indemnity and keep indemnified the employer from and against any liability arising on account or in consequence of the contractor's default in fulfilling the requirements set in sub-clauses (1) of this E Clause.

Opportuni-ties for other Contractors

28. The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included In the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If however the Contractor shall on the written request of the Engineer or the Engineer's Representative make available to any such other contractor or to the Employer or any such authority any roads or way for the maintenance of which the Contractor Is responsible or permit the use by any other service of whatsoever nature for any such service the Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall in the opinion of the Engineer be reasonable.

Supply of Plant Materials and Labour

29. Except where otherwise specified the Contractor shall at his own expense supply and provide all the Constructional Plant Temporary Works materials both for temporary and for permanent works labor (including the supervision thereof) transport to or from the Site and in and about the Works and other things of every kinds required for the construction completion and maintenance of the Works.

Site to be kept clear of obstruction

30. (1) The Contractor shall at times keep the Site free from obstruction and shall at any time if directed by he Engineer or the Engineer's Representative store or dispose of any constructional plant and surplus

Conditions of Contract.

Materials and clear away and remove from the Site any wreckage or rubbish or Temporary Works no longer required.

Clearance of site on Completion

(2) On the completion of the Work the Contractor shall at his own expense clear away and remove from the Site all Constructional Plants surplus materials rubbish and Temporary Works of every kind and leave the whole of the Site and works clean and in a workmanlike condition to the satisfaction of the Engineer.

LABOUR

Engagement of Labour

31. (1) The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save in so far as the Contract otherwise provides for the transport housing feeding and payment thereof. The Contractor shall not recruit or attempt to recruit persons in the services of the Employer.

Supply of Water

(2) The Contractor shall so far as is reasonably practicable having regard to local conditions provide at his own cost on the Site to the satisfaction of the Engineer's Responsibilities an adequate supply of drinking and other water for the Contractor's Staff and workpeople.

Alcoholic Liquor or Drugs

(3) The Contractor shall not bring to the Site, cell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any sale, gift, barter or disposal by his subcontractors, agents or employees.

Arms and Ammuni-tion

(4) The Contractor shall not give barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or suffer the same as aforesaid.

Festivals and Religious Customs

(5) The contractor shall in all dealings with labour in his employ have due regards to all recognized festival days of rest and religious or other customs and shall make special arrangements whenever the exigencies of the construction programme demand that work shall proceed during such festivals and days of rest.

Epidemics

(6) In the event of any out break of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Disorderly Conduct etc

(7) The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

Health, Safety and Environm ent (HSE)

(8) The contractor shall provide at his own cost adequate HSE service as per GEPCO HSE policy for the labour engaged for carrying out the Works under the Contract.

Observance by Sub-Contractors

(9) The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

Conditions of Contract.

Return of Labour etc

32. The Contractor shall if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer's Representative may require.

HSE T&P MATERIAL AND WORKMANSHIP

Quality of Materials and workman ship & Tests

33. (1) All materials including T&P and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour, and materials as are normally required for examining, measuring and testing any work and the quality weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. Contractors should fully obey all HSE requirement as per GEPCO SOP.

Cost of Samples

(2) All samples shall be supplied by the Contractor at his own cost.

Cost of Tests

(3) The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Specification or Bill of Quantities and (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) is particularized in the Specification or. Bill of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

Cost of Tests etc not provided for

(4) If any test is ordered by the Engineer which is either.

(a) not so intended by or provided for; or

(b) in the cases above-mentioned) is not so particularized; or

(c) though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the Site or the place of manufacture or fabrication of the material testes.

then the cost of such test shall be borne by the Contractor if the test shows the workman-ship or materials not to be in accordance with the provision of the Contract or the Engineer's instructions but otherwise by the Employer.

Access to site

34. The Engineer and any person authorized by him shall at all times have access to the Site and to all workshops and places where work is being prepared or whence materials manufactured

articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

Condition of Contract.

Examination of work before Covering up

35. (1) No work shall be covered up or put out of view without the approval of the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put of view and to examine foundations before permanent work, is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work or ready for Engineer's Representative shall without unreasonable delay unless he Considers it unnecessary and advises the contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

Uncovering and Making Openings

(2) The Contractor shall uncover any part or parts of the Works or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and made good such part of parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (1) of this Clause and is found to be executed in accordance with the Contract the expenses of uncovering making openings in or through reinstating and making good the same shall be borne by the Employer but in any other cases all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted. by the Employer from any monies due or which may become due to the Contractor.

Removal of works and Material

36. (1) The Engineer shall during the progress of the Works have power to Improper order in writing from time to time.

(a) the removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract.

(b) the substitution of proper and suitable materials; and

(c) the removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) of any work which in respect of materials or workmanship is not the opinion of the Engineer in accordance with the Contract.

Default of Contractor in compliance

(2) In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other persons or firm to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

Suspension of Work

37. (1) The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the Employer unless such suspension is

(a) otherwise provided for in the Contract; or

(b)necessary for the proper execution of the Work or by reason of weather conditions affecting the safety or quality of the Works or by some default on the part of the Contractor, or

(c) necessary for the safety of the Works or any art thereof.
Conditions of Contract.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

Suspension lasting more than 90 days

(2.) If on the written order of the Engineer (in this sub-clause referred to as a Suspension Order) the progress of the Works or any part thereof shall be suspended for a period or consecutive periods amounting in all to 90 days or if the Engineer having previously issued a Suspension Order for a period which has lasted less than 90 days shall within less than 90 from the expiration of that period of suspension issue a further Suspension Order either in respect of the whole of the works or (where the previous Suspension Order has affected only a part) affecting or including that part then and in any such case the Contractor may serve a written notice on the Engineer requiring permission with in 28 days from the receipt thereof the proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted with in that time the contractor by a further written notice so served may (but is not bond to) elect to treat the suspension where it affects part only of the works as an omission of such part under Clauses 48 hereof or where it affects the whole works as an abandonment of the Contract by the Employer.

COMMENCEMENT TIME AND DELAYS

Government of Works

38. The Contractor shall commence the works on Site within the period named in the Tender after the receipt of the Engineer's order to commence and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or order by the Engineer or by wholly beyond the Contractor's control.

Possession of site

39. (1) Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the work shall be executed employer will with the engineers written order to commence the Works give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the programme referred to in Clause l4 hereof (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall by notice in writing to the Engineer make and will from time to time as the works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said programme or proposals (as the case may be). If the Contractor suffers delay of incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this Clause the Engineer shall grant an extension of time for the completion of the Works and certify such sum as in his opinion shall be fair to cover the expense incurred which sum shall be paid by the Employer.

Condition of Contract.

Time for completion

(2) The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

Time for completion

40. Subject to any requirement in the Contract as to completion of any portion of the Works Completion before completion of all the works, the whole of the Works shall be completed within the time stated in Appendix A to the Tender or such extended time as may be allowed under Clause 41 hereof.

Extension of time for completion

41. Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the Contractor to an extension of time for the completion of the Works the Engineer shall determine the amount of such extension Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstance unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as practicable delivered to the Engineer's Responsibilities full and detailed particulars of any claim to extension of time to which may consider himself entitled in order that such claim may be investigated at the time.

Rate of progress

42. The whole of the materials plant and labour to be provided by the Contractor under Clause 5 hereof and the mode, manner and speed of execution and maintenance of the works are to be of a. kind and conducted in the manner to the satisfaction of the Engineer. Should the rate of progress of the Works or and part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing and the Contractor shall, thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the Work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day then if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the Work the time for completion shall be extended by such period as is solely attributable to such refusal. All work at might shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnity the Employer from and against any liability for damages on account of

notice or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges, and expenses whatsoever in regard or in relation to such liability.

Liquidated Damages for Delay

44. (1) If the Contractor shall fail to complete the Works within the time prescribed by Clause 40 hereof or extended time then the Contractor shall pay to the Employer the sum stated in the Tender as liquidated damages for such, default and not as penalty for every day or part of a day which shall elapse between the time prescribed by Clause 40 hereof or extended time as the case may be and the date of completion of the Work. The Employer may without prejudice to any other method or recovery deduct the amount of such damages from any monies, in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

Reduction of Liquidated Damages

2) If before the completion of the whole of the Works any part of the Works has been certified by the Engineer as completed pursuant to Clause 45 hereof and occupied or used by the Employer the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole Works.

Certificates of completion of work

45. As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactory passed any final test that may be prescribed by the Contract the Engineer shall on receiving as written undertaking by contractor to finish any outstanding work during the period of Maintenance issue a Certificate of Completion in respect of the works and the Period of maintenance of works shall commence from the date of such certificate Provided that the Engineer may give such a certificate with respect to any part of the works before the completion of the whole of the Works and shall upon the written application of the Contractor give such certificate with respect to any substantial part of the Works which has been both complete to the satisfaction of the Engineer and occupied or used by the Employer and when any such-certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such Certificate Provided also that a certificate of completion given in accordance with the forge going provisions of an part of the Works occupied and used as aforesaid shall not be deemed to certify completion or any ground of surface re quiring reinstatement unless such Certificates shall expressly so State.

MAINTENANCE AND DEFECTS

Definition of period of Mainten-ance

(46) (1) In these conditions the expression "Period of Maintenance" shall mean the Period of Maintenance named in the Tender calculated from the date of completion of the Works certified by the Engineer in accordance with Clause 45 hereof or in the event of more than one certificate having been issued by the Engineer under the said Clause from the respective dates so certified and in relation to the Period Maintenance the Expression "the Works" shall be construed accordingly.

Conditions of Contract.

Execution of work of Repair etc

(2) To the intent that the Works shall at or as soon as practicable after the expiration of the Period of Maintenance be delivered up to the Employer in as good and perfect a condition (fair wear and tear excepted) to the satisfaction of Maintenance, rectification, and making good of defect, imperfection, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance of within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

Cost of execution of work of Repair etc

(3) All such work shall carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract. If in the opinion of the Engineer such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if they were additional work.

Remedy on contractor's failure to carry out work required

(4) If the Contractor shall fail to do any such work as aforesaid required by the Engineer the employer shall be entitled to carry out such work by his own workmen or by other contractors at Risk and cost of defaulter firm besides taking other actions as per PPRA Rules and if such work which the Contractor should have carried out at the Contractor's own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or the become due to the Contractor. All actions shall be taken as per PPRA Rules.

Contractor to search

47. The Contractor shall if required by the Engineer in writing search for the cause of any defect imperfection or fault under the directions of the Engineer Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract the cost of the Work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify, and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 46 hereof.

ALTERNATIONS, ADDITIONS AND OMISSIONS

Variations

48. (1) The Engineer shall make any variation of the form quality or quantity of the Works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable shall have power to order the Contractor to do and the Contractor shall do any of the following.

(a) increase or decrease the quaintly of any work included in the contract;

(b) omit any such work;

(c) change the character of quality or kind of such work.

Conditions of Contractor.

(d) change the levels, lines, position and dimensions of any part of the Works: and

(e) execute additional work of any kind necessary for the completion of the Works.

And no such variation shall in any way vitiate or invalidate the Contract but the value(if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

Orders for variations to be in Writings

(2) No such variation shall be made by the Contractor without an order in writing of the Engineer Provided that no order in writing shall be required for increase or decrease in the quantity of any work were such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally the contractor shall comply with such order and confirmation in writing of such verbal order given by the Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this Clause, Provided further that if the Contractor shall, within seven days, confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

Valuations of Variations

49. (1) The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum name in the Tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the contract if in the opinion of the Engineer the same shall be applicable. If the contract shall not contain any rates applicable to the extra or additional work, then suitable prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such prices as shall in his opinion be reasonable proper.

Power of Engineer to fix Rates

(2) Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Contractor work or to any part thereof shall be such that in the opinion of the Engineer the rate or price contained in the Contract for any items of the Works is by reason of such omission or addition rendered unreasonable or inapplicable then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such other rate or price as shall in his opinion be reasonable and proper having regard to the circumstances.

Provided also that no increase of the Contract price under sub-clause (1) of this Clause or variation of rate or price under sub-clause (2) of this Clause shall be madeunlessassoonafterthedateoftheorderasispracticableandinthecaseofextra or additional work before the commencement of the work or as soon thereafter as is practicable notice shall have been given inwriting.

(a) By the Contractor to the Engineer of his intention to claim extra payment or a varied rate; or

(b) By the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

Claims

(3) The Contractor shall send to the Engineer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this, condition if the Contractor has at the earliest practicable opportunity notified the Engineer that he intends to make a claim for such work

(4) Any dispute arising from actions taken under this Clause shall be subject to resolution as provided in Clause 62 hereof.

PLANT TEMPORARY WORKS AND MATERIALS

Plant etc Exclusive use for the works

(50). (1) All Constructional Plant Temporary Works and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonable withheld.

Removal of plant etc

(2) Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

Employer not Liable for Damage of plant etc

(3) The Employer shall not at any time be liable for the loss of or injury to any of the said Constructional Plant, Temporary Works or materials save as mentioned in Clauses 20 and 60 hereof.

Approval for material etc not implied

51. he operation of Clause 50 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to there in nor shall it prevent the rejection of any such materials at any time by the Engineer nor shall it make the Employer liable to any third person.

MEASUREMENT

Quantities

52. The quantities set out in the Bill of Quantities are the estimated quantities of the Work but they are not be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

Work to be measured

53. The Engineer shall except as otherwise stated ascertain and determine by ad measurement the value in accordance with the Contract of work done in accordance with the Contract. He

shall when he requires any part or parts of the Works to be measured give notice to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or

Condition of Contract.

neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the Work. For the purpose of measuring such permanent work as is to be measured by records and drawings the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such records and drawings they shall be taken to be correct if after examination of such records and drawings the contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the contractor shall within 14 days of such examination lodge with the Engineer's Representative for decision by the Engineer notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

Method of measure-ment

54. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

STATEMENTS CERTIFICATES AND PAYMENTS

Monthly Statements

55. (1) The Contractor shall submit to the Engineer after the end of each month four copies each signed by the Contractor or his authorized agent or representative approved in accordance with Clause 15 hereof a Statement in such form as the Engineer may from time to time prescribe showing the amounts to which the Contractor may consider himself to be entitled up to the

(a) month in respect of. the permanent work executed.

(b) 75% of invoiced value of any materials for permanent work delivered by the Contractor on the Site but not incorporated in such work.

(c) any Temporary Works for which separate items are provided in the Bill of Quantities; and

(d) payment on account of Lump Sum items in the Bill of Quantities not included under heads (a), (b) or (c) above.

Monthly Payments

(2) The Engineer shall after examine each such monthly statement certify the amount of payment to the Contractor which he shall consider reasonable and proper in respect thereof subject first to the retention of the Percentage of Retention stated in the Tender until the amount so retained reaches the limit of Retention Money stated in the Tender and second to the deduction of any sums which may have become due and payable by the Contractor to the Employer.

Payments of Retention Money

(3) (a) upon the issue of the Certificate of Completion with respect to the Works one-half of the Retention Money or upon the issue of a Certificate of Completion with respect to a part of the Works only such proportion thereof as the Engineer shall determine having regard to the

relative value of such part of the Works shall become due and payable to the Contractor.

Conditions of contract.

(b) upon the expiration of the Period of Maintenance for the Works the other half of the Retention Money or upon the Expiration of a Period of Maintenance relating to a part of the Works only such proportion thereof as the Engineer shall determine having regard to the relative value of such part of the Works shall become due and payable to the Contractor. Provided that if at such time there shall remain to be executed by the Contractor any work order pursuant to Clauses 46 and 47 hereof in respect of the whole or any part of the Works the Employer shall be entitled to with hold payment until completion of such work of so much of such half of the Retention Money or such proportion thereof as the case may be as shall in the opinion of the Engineer represent the cost of the Work remaining to be executed.

Time of payment

(4) The amount due to the Contractor under any certificate issued by the Engineer pursuant to this Clauses or to any other term of the Contract shall be paid by the Employer to the Contractor **within (30) thirty days** after such certificate has been delivered to the Employer and in the event of the failure of the Employer to make payment within such time the Employer shall pay to the Contractor interest at the rate of 10 percent per annum upon all sums unpaid from the date upon which the same should have been paid.

Correction & withholding of certificate

(5) The Engineer may by any certificate make any correction or modification in any previous certificate and shall have power to withhold any certificate if the Works or any part thereof are not being carried out to his satisfaction. Currency of

Currency of account and payments to contractor

6) The currency of account shall be the Pakistani Rupee and all payments to the Contractor by the Employer shall be made in Pakistani Rupees.

Payments to the employer

7) All payments to the Employer by the Contractor including payments made by way of deduction or set-off shall be made in Pakistani Rupee.

Payment of lump sums

8)If the Bill of Quantities contain an item or items for which payment is to be made in a lump sum the Contractor shall within thirty days after award of Contract submit to the Engineer a payment schedule which shall allocate the lump sum amount tendered to the major divisions of work to be performed under the item to comply with the provisions of the Contract. Said payment schedule shall be subject to approval by the Engineer. Payment of lump sums for completion of work or discharge of obligation by the Contractor under the applicable items in the Bill of Quantities shall be prorated in accordance with the approved payment schedule provided however no payment for work performed under any such Lump sum item. will be made until a payment schedule has been duly submitted and approved.

Approval only by Final Completion certificate

(56). No certificate other than the Final Completion Certificate referred to in Clause 57 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineers.

Condition of Contract.

Final Completion Certificate

57. (1) The Contract shall not be considered as completed until a Final Completion Certificate shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and maintained to his satisfaction. The final completion Certificate shall be given by the Engineer within twenty-eight days after the expiration of the Period of Maintenance (or if different periods of maintenance shall become applicable to different parts of the Works the expiration of the latest such period) or as soon thereafter as any works ordered during such period pursuant to Clauses 46 and 47 hereof shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding any previous entry on the Works or the taking possession working or using thereof or any part thereof by the Employer. Provided always that the issue of the Final Completion Certificate shall not be a condition precedent to payment to the. Contractor of the second portion of the Retention Money in accordance with the conditions set out in Clause 55 hereof.

Cessation of Employer's Liability

(2) The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Final Completion Certificate under this Clause.

(3) Notwithstanding the issue of the Final Completion Certificate the Contractor and (subject to sub-clause (2) of this Clause) the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Final Completion Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

REMEDIES AND POWERS

Forfeitures

58 (1) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained or shall have an execution levied on his goals or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor.

(a) has abandoned the Contract, or

(b) without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for 28 days after receiving from the Engineer written notice to proceed; or

(c) has failed to remove materials from the Site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions; or

(d) is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contractor.

Condition of Contract.

(e) has to the determined of good workmanship or in defiance of Engr instructions to the contrary sub-let any part of the Contract.

Then the Employer may ay after giving 14 days notice in writing to the Contractor upon the Site and the Works and expel the Contractor there from without the voiding the obligation liabilities under the Contract or affecting the rights and powers and may the Works c employ any other contractor to complete the Works. The Employer or such Contractor may use for such completion so much of the Constructional Temporary Works and materials which have been deemed to be reserved exclu for the construction and completion of the Works under the provisions of the Co as he or they may think proper and the Employer may at any time sell any of the Constructional Plant Temporary Works and unused materials and apply the pro of sale in or towards the satisfaction of any sums due or which may become due from the Contractor under the Contract.

Valuation at date of forfeiture

21 The Engineer shall as soon as may be practicable after any such entr expulsion by the Employer fix and determine ex-part or by or after reference parties or after such investigation or enquiries as he may think fit to make or in and shall certify what amount (if any) had at the time of such entry and expulsion reasonably earned by or would reasonably accrue to the Contractor in respect of then actually done by him under the Contract and what was the value of any of the unused or partially used materials any Construction Plant and any Temporary Work.

Payment after Forfeiture

(3) If the Employer shall enter and expel the Contractor under this Clause he not be liable to pay to the Contractor any money on account of the Contract un expiration of the Period of Maintenance and thereafter until the costs of comp and maintenance damages for delay in completion (if any) and all after exp incurred by the employer have been ascertained and the amount thereof certificate the Engineer. The Contractor shall then be entitled to receive only such sum or (if any) as the Engineer may certify would have been due him upon due completion him after deducting the said amount. But if such amount shall exceed the sum would have been payable to the contractor on due completion by him the Contractor shall upon demand pay to the Employer the amount of such excess shall be deemed a debit due by the contractor to the Employer and shall be receive accordingly.

Urgent Repairs

59. If by reason of any accident of failure or other event occurring to in-or in corm with the Works or any part thereof either during the execution of the Works or during the Per Maintenance any remedial or other work or repair shall in the opinion of the Engineer or the Engineer’s Representative be urgently necessary for security and the contractor is unable or unwilling at once such work or repair the Employer may by his own or other workmen do such work or repair Engineer or the Engineer's Representative may consider necessary. If the Work or repair so done Employer is work which in the opinion of the Engineer the contractor was liable to do at his own expenses under the Contract all costs and charges properly incurred by the Employer in so doing shall on dc be paid by the Contractor to the Employer or may be

deducted by the Employer from any monies which may become due to the Contractor, provided always that the Engineer or the Engineer's Representative.

Condition of Contract.

(as the case may be) shall as soon after the occurrence of any emergency as may be reasonably practicable notify the Contractor thereof in writing

SPECIAL RISKS

60. Not with standing anything in the Contract Contained:

No Liability for War, etc Risks

(1) The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect-of destruction of or damage to the Works (save to work condemned under the provisions of Clause 36 hereof prior to the occurrence of any special risk hereinafter mentioned) or Temporary Works or to property whether of the Employer or third parties or for or in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (weather war be declared or not) invasion act of foreign enemies. rebellion, revolution, insurrection, or military or usurped power, civil war or (otherwise than among the Contractor's own employees) riot, commotion, or disorder (hereinafter) comprehensively referred to as the said "Special Risks" and the Employer shall indemnify and save harmless the contractor against and from the same and against from all claims, demands, proceeding damages, costs, charges and expenses whatsoever arising there out or in connection therewith and shall compensate the Contractor for any loss of or damage to property of the Contractor used or intended to be used for the purpose of the Works (including property in transit to the site) and occasioned either directly or Indirectly by said Special risks.

Damage to Works etc by special Risks

(2) If the Works or Temporary Works or any materials (whether for the former or the latter) on or near or in transit to the Site shall sustain destruction or damage by reason of any of the said Special Risk the Contractor shall nevertheless be in titled to payment for any permanent work and for any material so destroyed or damaged and the contractor shall be entitled to be paid by the Employer the cost of making good any such destruction or damage whether to 'the Works or the Temporary Works and of replacing or making good such materials so far as may be required by the Engineer or as may be necessary for the completion of the Works on actual cost basis plus such profit as the Engineer may certify to be reasonable.

Projectile missile etc

(3) Destruction, damage, injury or loss of the life caused by the explosion or impact whenever and wherever offering of any time, bomb, shall grenade or other project, missile, mountain or explosive of war shall be deemed to be a consequence of special risks.

Conditions of contract.

Outbreak of War

(5) If, during the currency of the Contract, there shall be an outbreak or war, whether was is declared or not in any part of the world which, whether financially or otherwise, materially effects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions in this Clauses, continue to use the best endeavors to complete the execution of the Works. Provided always that the Employer shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being giving, this Contract shall, except as to rights of the parties under this Clause and, to the operation of Clause 62 hereof, terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

Removal of plant on Termination

(6) If the Contract shall be terminated under the provisions of the last preceding sub-clause the Contractor shall with all reasonable dispatch remove from the Site all Constructional Plant and shall give similar facilities to his sub-contractors to do so.

Payment if contract Terminated

(7) If the Contract shall be terminated as aforesaid the Contractor shall be paid by the Employer (in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor) for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:"

(a) The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such items the work or service comprised in which has been partially carried out or performed.

(b) The cost of materials or goods reasonably ordered for the Works or Temporary Works which shalt have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Employer upon such payments being made by him.)

(c) A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

(d)Any additional sum payable under the provisions of sub-clauses (1), (2) and (4) of this Clause.

(e) The reasonable cost of removal under sub-clause (6) of this Clause and (if required by the Contractor) return thereof to the Contractors main plant yard in Pakistan.

Provided always that against any payments due from the Employer under this sub-clause, the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of plant and materials and

any sum previously paid by the Employer to the Contractor in respect of the execution of the Works.

Conditions of contract.

FRUSTRATION

Payment in event of Frustration

61. In the event of the Contract being frustrated whether by war or otherwise howsoever the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 60 hereof if the Contract had been terminated under the provision of Clause 60 hereof.

SETTLEMENT OF DISPUTES

Settlement of Disputes Reference court of law

62. If any dispute or difference of any kind whatsoever shall arise between the Employer or the engineer and the contractor in connection with or arising out and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence whether he or the Employer requires a reference to the Court of Law as hereinafter provided or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no dissatisfaction with such decision has been communicated to him by either the Employer or the Contractor within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the employer and the contractor. If the engineer shall fail to give notice of his decision as aforesaid within a period of 90 days after being requested as afore'said or'if either the Employer or the Contractor be dissatisfied with any such decision then anof the contract or the carrying out of the Works (weather during the progress of the Works after their completion and whether before or after the termination, abandonment, or breach of the Contract) it shall in the first place be referred to and settled by the Engineer who within a period of 90 days after being requested by either party to do so shall give written notice of his decision to the Employer and the Contractor. Save as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor d in any such case either the Employer or the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) notify the Engineer of their intent to refer the matter or matters in dispute to the Court of Law. However reference to the Court of Law shall not be made until after the completion or alleged completion of the Works unless with the written consent of the Employer and the Contractor provided always.

(a) that such reference may be made before such completion or alleged completion in respect of the (b) withholding by the

(b) Engineer of any certificate or the withholding or any portion of the Re tension money to which contractor claims in accordance with the conditions set out in Clause 55 hereof to be entitled to or in respect of the exercise of the Engineer's power to give a certificate under Clause 58 (1) hereof.

(ii) that he giving of a Certificate of Completion under Clause 45 hereof shall not be a condition precedent to the making of any such reference.

Conditions of Contract.

Service of notice on contractor

63. (1)Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the contractor's principal office at the site.

Service of notices on employer

(2) Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Employer's principal office in Pakistan.

DEFAULT OF EMPLOYER

Default of Employer

64.(1) In the event of Employer abandoning the Contract the Contractor shall be entitled without prejudice to any other rights or remedies to terminate the employment of the contractor under the Contract by giving notice in writing to the Employer.

Removal of Plant

(2) Upon the giving of such notice the Contractor shall notwithstanding the provision of Clause 50 (1) hereof with all reasonable dispatch remove from the Site all constructional Plant brought by him thereon.

Obligations of Employer

(3) In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions off Clauses 60 hereof but in addition to the payments specified in Clause 60 (7) the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

Rights of Contrac-tor

(4) Nothing in this Clause contained shall prejudice the right of the Contractor to exercise either in lieu of or in addition to the rights and remedies in this Clause specified any other rights or remedies to which the Contractor may be entitled.

INCREASE OR DECREASE OF COSTS

Increase or Decrease of costs

65. (1) Escalation / Adjustments of the Contract Price on accounts of fluctuations in costs shall not be applicable under any circumstances.

GENERAL

Bribes

66. If the contractor or any of his sub-contractors agents or servants shall offer or give or agree to offer or give to any person any bribe, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the contract or any other contract with the employer or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the employer then the

employer may enter upon the site and expel the contractor there from and the provisions of clause 58 hereof shall apply as if such entry and expulsion had been made pursuant to that clause.

Governing Law

67. The contract shall all respects be read and construed and shall operate as Pakistani contract in conformity with the laws of Pakistan.

Conditions of Contract.

Disposal of Surplus imported Material of Goods

68. When materials or goods imported into Pakistan and brought to site by the contractor are no longer required for completion of the work, the contractor shall offer them for sale to the employer. In the event of employer opting to purchase such material and goods, the Engineer's Representative shall take over the required quantity or number and agree with the contractor on a sum not exceeding that duly expended by the contractor for inclusion in the monthly statements. The Engineer shall permit the contractor to dispose of any such materials or goods in whatever manner if the employer does not opt to purchase them.

69. In addition to the existing provision in the various documents concerning securities the local contractors shall have the option to make use of who desire to make use of the Bonds as aforesaid, shall be required to deposit their Bonds equal to the value of Security, in the Bank specified in sub-clause (2), hereof, and obtain bank receipt and letters of undertaking from the Bank in the form stated in sub-clause (3) hereof for submission to GEPCO formation subject to the following terms and conditions.

1.1 The Bank Receipts along with the letters of undertaking for Bid Guarantee | Tender Security / Earnest Money shall be attached after the acceptance of the Tender of the successful Contractor as soon as possible but not later than 30 days after the expiration of the Tender validity along with a written authorization addressed to the Bank issued by the GEPCO formation Contractor, the Bonds will be released only upon signing of the Contract.

1.2 If the successful-Contractor also desires to make use of his Bonds in lieu of performance Bond/Performance Security/Security deposit, he shall be required to deposit his Bonds in the specified Bank for the amount, of the aforementioned Security and obtain Bank Receipt and the letter of undertaking which shall be submitted to GEPCO Formation for acceptance in lieu of the Security. These Bonds will be released with the permission of the competent Authority after the expiry of the period specified in the contract. For this purpose the GEPCO Formation will return the bank receipt along with a letter of authorization in the name of the Bank of release the Bonds to the Contractor.

1.3 The Contractors who desires to avail the use of his Bonds in lieu of Bank Guarantee, shall deposit his Bonds equal to the value of the required guarantee in the specified Bank and obtain Bank Receipt and the letter of undertaking which shall be submitted to the GEPCO formation will return the Bank Receipt along with al letter of Authorization in the name of Bank to release the Bonds to the Contractor.

1.4 In case of the default of the Contractor in fulfillment of his obligations as specified in the Tender/Contract documents concerning various securities, the GEPCO formation

shall have the right to immediately withdraw/encash the Bonds, retain the money due to GEPCO and pay to Contractor any surplus return on the Bonds, which may have accrued up to the date of withdrawal/encashment of the Bonds. Such Contractor will however, have the option to pay the money due to. GEPCO in cash, prior to the encashment of the Bonds, and get the Bonds released upon the specific authorization from the GEPCO formation issued in the name of the Bank to release the Bonds to the Contractor.

(2) For the purpose of depositing the Bonds as securities in lieu of the Tender / Contract requirements, the GEPCO Formation and the Bank are specified herein below:-

1.1 Name and address of The GEPCO Formation……..

……...

a. Name, Branch and Address of the Bank……

……..

Conditions of Contract.

(3) The Bank's Letter of Undertaking issued in the name of GEPCO formation should confirm that the Bonds in the value of Rs: ……..have been deposited by the Contractor: ……

(Name of Contractor)

as: ……..against Tender / Contract No.

(Name of the Security)

For the ……..

(Name of the Works)

and that the said Bonds shall be released to the Contractor of GEPCO Representative (as the case may by) only open a written authorization issued by GEPCO Formation.

(4) The following words used in sub-clauses (1), (2) and (3) shall have the meanings hereby the assigned to them:

1.1 "Security" means Bid Guarantee or Tender Security of Earnest Money of Bank Guarantee or Performance Bond or Performance Security or Security Deposit.

1.2 "Document" mean Bid Documents of Tender Documents or Purchase Orders.

1.3 "Contractor" means Bidders or Tenderers or Contractors or Suppliers.

1.4 "Bonds" means WAPDA Bearer Bonds.

1.5 "Tender" means Bid or Tender or Quotation or Offer.

1.6 "Contract" means Contract Agreement or Purchase Order.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC. FOR FY-2026-27

SR. NO.	DESCRIPTION	UNIT	QUOTED RATES WITHOUT PST (Rs.)
1	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 58 feet Long	No.	
2	Assembling, Erection of HT Steel Structure 58 feet long	No.	
3	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 45 feet Long	No.	
4	Assembling, Erection of HT Steel Structure 45 feet long	No.	
5	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 36 feet Long	No.	
6	Assembling, Erection of HT Steel Structure 36 feet long	No.	
7	Excavation / making concrete foundation, curing & back filling of LT Steel Structures (As per WAPDA SDI) of LT Steel Structure 31 feet Long	No.	
8	Erection of LT Steel Structure 31 feet long	No.	
9	Earthing of HT/LT Steel Structures 58, 45, 36 and 31 feet as per Latest GEPCO/Wapda SOP/Standard Design.	No.	
TOTAL			

NOTE:

1- All works will be executed strictly as per GEPCO / WAPDA latest standard Design, specification & instructions.

2- All kinds of material will be drawn by Engineer Incharge of work. The material will be handed over to the contractor at site except HT/LT P.C Spun Hollow Poles, the same will be collected by the contractor from the designated P.C Pole Plants as per authority letter / Regional Store documents.

3- Bid guarantee Rs. 400000/- be submitted along with Bid Offer.

4- Bid Guarantee valid for 90 days from the tender opening date will be retained in this office till the finalization / approval of the tender from competent Authority of the participant Contractors even not lowest in the said tenders.

5- In case of emergency GEPCO reserve the right to issue work order to any contractor in any Sub Divn at Project Director Const. GEPCO latest approved rates.

6- Tender / Bid offer shall remain valid for acceptance for 120 days from tender opening date.

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ELECTRICITY THEFT

ZERO TOLERANCE | FULL ENFORCEMENT

GEPCO TENDER NOTICE

Electronic bids on EPADS V-2.0 on the basis of single stage single envelope bidding procedure as per PPRA Rules are invited from PEC registered / renewed firms for the year 2026-2027 category code EE04, EE05 and having latest satisfactory performance certificate and completion reports of work orders issued by work order issuing authority for services for completion of all projects in respect of Manager Project Construction GEPCO GRW for the year 2026-2027 (Detail in bidding documents). Tender wise details are as under:-

Description	Transportation, Erection and Earthing of HT/LT PC Spun Hollow Poles 45, 36 & 31 ft long for each Construction Sub Division									
Tender No.	6/PD/City-1/2026-27	7/PD/City-2/2026-27	8/PD/Cantt-1/2026-27	9/PD/Cantt-2/2026-27	10/PD/SKT/2026-27	11/PD/PSR/2026-27	12/PD/GRT/2026-27	13/PD/MBD/2026-27	14/PD/NW/U/2026-27	15/PD/SKG/2026-27
Bid Guarantee required (Rs)	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-
Tender Submission Date & Time	12-11-2026 11.00 AM				Tender Opening Date & Time	12-11-2026 11.30 AM				

Description	Assembling, Excavation, Erection, Making Concrete Foundation, Curing, Back Filling, Complete Earthing etc. to 31, 36, 45 & 58 Feet Long Steel Structures							
Tender No.	16/PD/City-1/2026-27	17/PD/City-2/2026-27	18/PD/Cantt-1/2026-27	19/PD/Cantt-2/2026-27	20/PD/SKT/2026-27	21/PD/PSR/2026-27	22/PD/GRT/2026-27	23/PD/MBD/2026-27
Bid Guarantee required (Rs)	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-	400,000/-
Tender Submission Date & Time	19-11-2026 11.00 AM				Tender Opening Date & Time	19-11-2026 11.30 AM		

I. E-Bidding documents are available on EPADS V-2.0 and can be downloaded from EPADS V-2.0.
II. The bid shall remain valid for acceptance for 90-days from the tender opening date and must accompany earnest money Rs. 400,000/- in the shape of CDR/Bank Guarantee / pay order valid for 120 days for each Tender from the scheduled bank in favor of Manager Project Const. GEPCO Gujranwala.
III. Firms must be on active tax payer list of FBR Govt. of Pakistan and PRA.
IV. Conditional tenders or tenders without bid guarantee will not be accepted.
V. GEPCO reserves the rights to accept or reject the tender as per PPRA Rules.
VI. Complete detail of terms and condition is available in E-bidding documents available on EPADs V-2.0.
VII. For further details / information you may contact Office of Manager Project Const. GEPCO on any working day during office hours.
Telephone No. 055-4447898 and Fax No. 055-4448014.

MANAGER PROJECT CONSTRUCTION
GEPCO LTD GUJRANWALA

Gujranwala Electric Power Company Limited PID(L)902/26