

Gujranwala Electric Power Company Limited



TENDER DOCUMENTS

TENDER NO. 01/26/GSO/GRT 2025-26
TO BE OPENED ON 19/05/2026

**REPAIRING OF 132/11.5 KV, 20/26MVA, MINEL MAKE POWER
TRANSFORMER**

INVITATION FOR BIDS

Date: _____

Tender Reference No.: _____

1. The Employer, GUJRANWALA ELECTRIC POWER COMPANY LIMITED, invites sealed tenders from eligible firms or persons licensed by the Pakistan Engineering Council Islamabad in the appropriate category and duly qualified with the Employer for the Works.
2. All Tenders must be accompanied by a Tender Security / Earnest Money for the amount Rs. 500,000 must be delivered to XEN SS&T/L Division GEPCO Limited, Gujranwala 132KV Grid Station Cantt Gujranwala at or before 11:00 AM, on 19/05/2026. Tenders will be opened at 11:30 AM on the same day in the presence of Tender Opening Committee and Tenderer's representatives who choose to attend.

INSTRUCTIONS TO BIDDERS

Note: These Instructions to Tenderers (IB) along-with Tendering Data will not be part of Contract and will cease to have effect once the Contract is signed.

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Tender

The Employer as defined in the Tendering Data (hereinafter called “the Employer”) wishes to receive tender for the Works summarized in the Tendering Data (hereinafter referred to as “the Works”).

Tenderers must quote for the complete scope of work. Any tender covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources. [or any source which may be indicated accordingly]

IB.2 Eligible Tenderers

2.1 Tendering is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works having relevant Codes CE-10.
- b) The contractor has to submit bank statement showing 25% balance amount of work which prove that bidder has been involved in the Transmission Line work for the last three years and has sound financial position.
- c) In proof of experience the contractor is required to submit valid work orders in DISCOs along with work completion certificates executed during the last five years, which should be equal to the amount mentioned below, for same nature of works, from work order issuing Authority.
- d) Contractor provide the performance certificate working with GSC GEPCO from concerned XEN,s GSC GEPCO along with bid.
- e) The contractors having five or more than five works already in hand GSC GEPCO not eligible to participate in tender.
- f) The contractors having pending works last 03-years in GSC GEPCO not eligible to participate in tender.

IB.3 Cost of Tendering

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

B. TENDER DOCUMENTS

IB.4 Contents of Tender Documents

4.1 In addition to Invitation for Tenders, the Tendering Documents are those stated below, and should be read in conjunction with any Addendum issued in Accordance with Sub-Clause IB-6.1.

1. Instructions to Tender & Tendering Data

2. Form of Tender & Schedules to Tender
Schedules to Tender comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Program of Works
- (v) Schedule E: Method of Performing Works

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Tender Security
- (ii) Form of Performance Security
- (iii) Form of Contract Agreement
- (iv) Form of Bank Guarantee for Advance Payment

5. Specifications

6. Drawings, if any

IB.5 Clarification of Tender Documents

5.1 A prospective Tenderer requiring any clarification(s) in respect of the Tender Documents may notify the Engineer / Employer at the Employer's / Engineer's address indicated in the Tendering Data.

5.2 The Engineer / Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Tenders. Copies of the Engineer / Employer's response will be forwarded to all prospective Tenderers, at least five (5) days prior to dead line for submission of Tenders, who have received the Tendering Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Tendering Documents

6.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Tender Documents. Prospective Tenderer shall acknowledge receipt of each addendum in writing to the Employer.

6.3 To afford prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may at its discretion extend the deadline for submission of tenders.

C. PREPARATION OF BIDS

IB.7 Language of Tender

7.1 The Tender prepared by the Tenderer and all correspondence and documents relating to the Tender, exchanged by the Tenderer and the Employer shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

IB.8 Documents Comprising the Tender

8.1 The Tender prepared by the Tenderer shall comprise the following components:

- (a) Covering Letter
- (b) Form of Tender duly filled, signed and sealed, in accordance with Clause IB.14.3.
- (c) Schedules (A to E) to Tender duly filled and initialed, in accordance with the instructions contained therein & in accordance with Clause IB.14.3.
- (d) Tender Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB.14.5.
- (f) Documentary evidence in accordance with Clause IB.11.
- (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Tender

9.1 Each Tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The Tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the Tender and entering into a Contract for execution of the Works.

IB.10 Tender Prices, Currency of Tender and Payment

10.1 The Tenderer shall fill up the Schedule of Prices (Schedule A to Tender) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the tenderer's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

IB.11 Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 Tenderer / Manufacturer must possess and provide evidence of the experience as stipulated in Tendering Data

IB.12 Documents Establishing Works' Conformity to Tender Documents

12.1 The documentary evidence of the Works' conformity to the Tender Documents may be in the form of literature, drawings and data and the tender shall furnish documentation as set out in Tendering Data.

12.2 The Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Tender Security

13.1 Each Tenderer shall furnish, as part of his Tender, a Tender Security in the amount stipulated in Tendering Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank Pakistan in favor of the Employer valid for a period of twenty-eight (120) days beyond the Tender validity date.

13.2 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.

13.3 The Tender securities of unsuccessful Tender will be returned upon award of contract to the successful Tenderer or on the expiry of validity of Tender Security whichever is earlier.

13.4 The Tender Security of the successful Tenderer will be returned when the Tenderer has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Tender Security may be forfeited:

- (a) If a Tenderer withdraws his Tender during the period of Tender validity; or
- (b) If a Tenderer does not accept the correction of his Tender Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) In the case of a successful Tenderer, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Clause IB.21, or

- (ii) Sign the Contract Agreement, in accordance with Clauses IB.20.2 & 20.3.
- 13.6 If successful bidder Denys after issuance of work order and do not make agreement within stipulated period, his bid security will be forfeited and work will be awarded to 2nd lowest bidder after due consideration of Engineer Incharge/ Tendering Committee keeping in view the necessity of work and workable rates.

IB.14 Validity of Tenders, Format, Signing and Submission of Tender

- 14.1 Tenders shall remain valid for the period stipulated in the Tendering Data after the date of Tender opening.
- 14.2 All Schedules to Tender are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4 Each Tenderer shall prepare Original and number of copies specified in the Tendering Data of the documents comprising the Tender as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Tenderer to act for and on behalf of the Tenderer. All pages of the tender shall be initialed and official seal be affixed by the person or persons signing the tender.
- 14.6 The Tender shall be delivered in person or sent by registered mail at the address to Employer as given in Tendering Data.

D. SUBMISSION OF TENDER

IB.15 Deadline for Submission, Modification & Withdrawal of Tenders

- 15.1 Tenders must be received by the Employer at the address / provided in Tendering Data not later than the time and date stipulated therein.
- 15.2 Tenders submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any Tender received by the Employer after the deadline for submission prescribed in Tendering Data will be returned unopened to such Tenderer.
- 15.4 Any Tenderer may modify or withdraw his Tender after Tender submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of tenders.

- 15.5 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the Form of Tender may result in forfeiture of the Tender Security pursuant to Sub-Clause IB.13.5 (a).

E. TENDER OPENING AND EVALUATION

IB.16 Tender Opening, Clarification and Evaluation

- 16.1 The Employer will open the Tenders, in the presence of Tenderer's representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.
- 16.2 The Tenderer's name, Tender Prices, any discount, the presence or absence of Tender Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Tender opening. The Employer will record the minutes of the Tender opening. Representatives of the Tenderer who choose attend shall sign the attachment sheet.

Any Tender Price or discount which is not read out and recorded at Tender opening will not be taken into account in the evaluation of Tender.

- 16.3 To assist in the examination, evaluation and comparison of Tenders the Engineer/Employer may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each Tender to the Tender Documents. For purpose of these Clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tendering Documents without material deviations. It will include determine the requirements listed in Tendering Data.
- (b) Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Tender price entered in Form of Tender and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Tender will be corrected by the Employer in accordance with the Corrected Schedule of Prices.
- If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.
- 16.5 A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Tenderer by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other Tenderers.

16.7 The Engineer/Employer will evaluate and compare only the Tenders previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Tenders will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the Tenderer complies with the Technical Provisions of the Tendering Documents. For this purpose, the Tenderer's data submitted with the tender in Schedule B to Tender will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the Tender regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the Tenders comply with the commercial/contractual conditions of the Tendering Documents. It is expected that no major deviation/stipulation shall be taken by the Tenderers.

16.8 Evaluated Tender Price

In evaluating the tenders, the Engineer/Employer will determine for each Tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) Discount, if any, offered by the Tenderer as also read out and recorded at the time of Tender opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non-availability of price from other Tenderers, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable

variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Tendering Data

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no Tenderers shall contact Engineer/Employer on any matter relating to its Tender from the time of the Tender opening to the time the Tender evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all Tenderer will include table(s) comparison read out prices, discounted price, price adjustment made, final evaluated prices and recommendations against all the Tenders evaluated.

17.2 Any effort by a Tenderer to influence Engineer/Employer in the Tender evaluation, Tender comparison or Contract Award decisions may result in the rejection of his Tender. Whereas, any Tenderer feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the Tender evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18 Post Qualification

18.1 The Employer, having credible reasons for or a prima facie evidence of any defect in Tenderer' capacities, will determine to its satisfaction that the substantially responsive, lowest evaluated Tenderer, whether already pre-qualified or not, is qualified to satisfactory perform the Contract in accordance with Qualification Criteria stipulated in the Tendering Documents.

18.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted under Clause IB.11, as well as such other information required in the Tendering Documents.

IB.19 Award Criteria & Employer's Right

19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any tender, and to annul the Tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected tenders of the grounds for the

Employer's action except that the grounds for its rejection of all Tenders shall upon request be communicated, to any Tenderer who submitted a Tender, without justification of the grounds. Notice of the rejection of all the Tenders shall be given promptly to all the Tenderer.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing ("Letter of Acceptance") that his Tender has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful Tenderer the Form of Contract Agreement provided in the Tendering Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful Tenderer shall be executed within seven (14) days of the receipt of Form of Contract Agreement by the successful Tenderer from the Employer.

IB.21 Performance Security

- 21.1 The successful Tenderer shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful Tenderer to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

TENDERING DATA

(This section should be filled in by the Engineer/Employer before issuance of the Tendering Documents. The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Tenderers. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Tenderers.)

Instructions to Tenderers

Clause Reference

1.1 Name of Employer

GUJRANWALA ELECTRIC POWER COMPANY LIMITED

Brief Description of Works

REPAIRING OF 132/11.5 KV, 20/26MVA, MINEL MAKE POWER TRANSFORMER

5.1 (a) Employer's address:

CHIEF EXECUTIVE OFFICER GEPCO
565-A, Model Town, G.T. Road,
Gujranwala

(b) Engineer's address:

XEN SS&T/L Division
GEPCO Gujrat
132KV Grid Station Gujrat-1 Sargodha Road Gujrat.
Ph: 053 – 3706627
Cell: 0318-3992552

10.3 Tender shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The Tenderer/Manufacturer has the financial, technical and production capability necessary to perform the Contract as follows: N.A.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Tender, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is

necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Tender Security
Rs. 500,000/- as bid guarantee _____/-

14.1 Period of Tender Validity

90-days

14.2 Warranty Period

The warranty period will be 18-months from the date of delivery or 12 month from date of installation whichever is earlier

14.3 Number of Copies of the Tender to be submitted

One-original

14.4 (a) Employer's Address for the Purpose of Tender Submission

XEN SS&T/L Division
GEPCO Gujranwala

Through E-bidding

(b) Name and Identification Number of the Contract

Tender Contract No. **01/26/GSO/GRT 2025-26**

REPAIRING OF 132/11.5 KV, 20/26MVA, MINEL MAKE POWER TRANSFORMER

(c) Warning

DO NOT OPEN BEFORE 11:30 _____ A.M ON 19/05/2026 _____

15.1 Deadline for Submission of Tenders

11:00 AM _____ on 19/05/2026 _____

16.1 Venue,

XEN SS&T/L Division GEPCO Gujranwala
132KV Grid Station Cantt Gujranwala.

Time: 11:30 A.M _____

Date: 19/05/2026 _____

16.4 Responsiveness of Tenders

- (i) The Tender is valid till required period,
- (ii) The Tender prices are firm during currency of contract (if it is a fixed price tender)
- (iii) Completion period offered is within specified limits,

SCHEDULE TO TENDER

FORM OF TENDER
(LETTER OF OFFER)

Tender Reference No. **01/26/GSO/GRT 2025-26**

REPAIRING OF 132/11.5 KV, 20/26MVA, MINEL MAKE POWER TRANSFORMER

To:

XEN SS&T/L Division
GEPCO Gujrat
132KV Grid Station Gujrat-1 Sargodha Road Gujrat.
Ph: 053 – 3706627
Cell: 0318-3992552

Gentlemen,

1. Having examined the Tendering Documents including Instructions to Tenderer, Tendering Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rupees _____ or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Tender.

3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of **Rs.** _____
/- (Rupees: _____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Tender.
4. We undertake, if our Tender is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to a Tender by this Tender for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any tender you may receive.
9. We do hereby declare that the Tender is made without any collusion, comparison of figures or arrangement with any other person or persons making a Tender for the Works.

Dated this _____ day of _____, 20____

Signature _____

in the capacity of _____ duly authorized to sign Tender for and on behalf of

(Name of Tenderer in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Tendering Documents. Tenders must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Tendering Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Tendering Documents shall comply with the System International d' Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the Tenderer shall not be subject to adjustment during the performance of the Contract.

- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.
The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 4.5 (a) The Tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the Tender price.
- * (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- *(Employer may modify as appropriate)
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Tender Prices

5.1 Break-up of Tender Prices

The various elements of Tender Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The Tenderer shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

SCHEDULE - A TO TENDER

5.2 Total Tender Price

The total of Tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.

6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

ELECTRICITY THEFT
ZERO TOLERANCE FULL ENFORCEMENT

GEPCO
INVITATION TO E-BIDS

1. Chief Engineer (O&M) T&G GSO Complex GEPCO Gujranwala Intends to Invite Bidders for The Following Tender: -**Tender No.01/26/GSO/GRT/2025-26**

Sr. #	Description of item	Time & Date for Receiving of Tender	Time & Date for Opening Tender	Completion Period
1	REPAIRING OF 132/11.5 KV, 20/26MVA, MINEL MAKE POWER TRANSFORMER	11:00-AM 19-05-26	11:30-AM 19-05-26	03 Months

2. GEPCO invites sealed bids under Single Stage-Single Envelope bidding procedure, from eligible firms under **National Competitive Bidding (NCB)** basis in accordance with Provisions of PPRA Rules.

ELIGIBILITY

3. The bidder should have five years successful experience of manufacturing/ repairing of 20/26MVA or higher rating transformer.

4. This Invitation for Bids is open to all Bidders meeting the following requirements: -

a. The contractors are required to submit their registration for Provincial Revenue Authority & FBR for sales tax.

5. The inspection or testing of transformer pre repair and post repair will be carried out by two inspectors to be mentioned by GEPCO.

6. The warranty period will be **Eighteen (18)** months from the date of delivery or **Twelve (12)** months from date of installation whichever is earlier.

NOTE: Only E-bids are accepted. All the interested bidders are advised to apply through E-Pak.

7. **Acquisition & Disposal System (E-PADS)** portal online <http://www.eprocure.gov.pk>

8. All bidders must deposit/submit Demand draft /CDR Amounting to Rs. 500000/- as bid guarantee in favor of **EXECUTIVE ENGINEER SS&T/L DIVISION GEPCO GUJRAT** from any scheduled bank of Pakistan and shall be valid for 03 Months.

9. The bids will be opened in the office of **EXECUTIVE ENGINEER SS&T/L DIVISION GEPCO Gujranwala at 132KV G/S Cantt Near DC colony Gujranwala** in the presence of bidders / bidder's authorized representatives who choose to attend the tender.

10. In case of any question contact on **0318-3992569**.

Note: - GEPCO reserves all its rights regarding rejection of tenders without providing any justification as defined in Clause-33(1) of PPRA Rules-2004.

DMPR 33-2025-26

Chief Engineer (O&M) T&G
GEPCO Gujranwala

PID(L)2918/25 Gujranwala Electric Power Company Limited



SCHEDULE-A TO TENDER

SCHEDULE OF PRICES – SUMMARY OF TENDER PRICES

Sr, No.	Description	BOQ Amount (Rs.)	Completion Period
1	REPAIRING OF 132/11.5 KV, 20/26MVA, MINEL MAKE POWER TRANSFORMER		90days

SCHEDULE OF PRICES – SUMMARY OF TENDER PRICES

REPAIRING OF 20/26MVA, 132/11.5 KV, MINEL MAKE POWER TRANSFORMER SPARED FROM 132 KV GRID STATION MANDI BAHAUDIN

S#	Description	Amount
1	Disassembly – Disassembly of windings and insulating parts and cutting of HV, LV and RV leads.	
2	Insulation Material: Replacement of all 03 phases press board insulation materials i.e. cylinders, angle rings, end rings, etc. with New & manufacturing of insulations.	
3	Miscellaneous Materials -oil-resistant synthetic rubber gaskets, crepe paper, cable insulating material, laminated/phenolic hex nuts, fasteners, metalized crepe paper, aluminium foil tape, shrinkable tape, press paper K-Buffer, vacuum oil, hydraulic oil, kerosene oil, white spirit, copper foil tapes, copper brazing rods, copper lugs, copper connecting joints, glass fiber tape, thinner, German white glue, varnish, thinner, silica gel, Phenolic rods, electrodes, grinding discs, cutting discs, gases.	
4	Miscellaneous Work- Includes gasket replacement, removal and cleaning of upper yoke and limbs, cleaning and washing of the tank body and radiators, fitting of conservator tank and piping and cleaning and varnishing of core and cleaning and washing of dehydration breather..	
5	Assembly of Active Parts - Includes drying, resizing of windings on core limbs, assembly of upper yoke clamps, fixing of top cover, OLTC assembly, leads attachment and its assembly with OLTC, stage inspection and Testing of Active Part assembly	
6	Vapor Phase Drying	
7	Tanking of Active Parts, Pressing, Final Assembly & oil circulation - pressing of Active parts after VPD, Final assembly of Active Parts in tank, vacuuming of the Tank with Active parts, assembly of HV bushing, instruments and accessories, oil filling/filtering and circulation in tank and OLTC.	
8	Repairing of selector switch gear mechanians of OLTC if possible	
9	Replacement of damaged electrical components of Motor drive Unit	
10	Replacement of damaged electrical components of Outdoor control cabinet	
11	Dehydration of Transformer Od (if old TF Oil is not found Ok then New oil shall be provided by GEPCO)	
12	New oil for 10% de-hydration allowance to be supplied by GEPCO	

13	Testing-Stage testing, in-house testing, and final testing at bidders premises as per facilities available at bidders premises	
4	Pre/ Post repairing testing of Transformer as per N.T.D.C specification No. P-46,2022 amended to date.	
GRAND TOTAL PKR (W/O APPLICABLE TAXES)		

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Date.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

The Employer shall appoint a duly authorized to act for him and on his behalf for the purpose of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's / Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, Labor, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which

consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of "Letter of Acceptance" a Performance Security in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are: -

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure;
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The contractor shall, within such time as may be reasonable under the circumstances, notify the Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these conditions of Contract and request the Engineer for a reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Engineer within such period as may be prescribed by the Engineer for the same; and The Engineer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a maintenance Certificate whereupon all obligations of the Contract under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations order(s), the Contractor may be confirmed any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the

same shall be deemed to be a variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.4 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

Payment of the Contract Price shall be made as per provisions in the Contract Data. The Employer is liable to pay an additional amount equal to eight percent (8%) of the amount due to the Contractor if payment is

delayed beyond the prescribed limit of twenty-eight (28) days for interim payments and fifty-six (56) days for the final payments.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding twenty-eight (28) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1 whichever is the later.

11.5 **Final Payment**

Within twenty-one (21) days from the date of issuance of the maintenance Certificate the contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forwarded the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within forty-two (42) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen(14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty-one(21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractors.

12.2 Defaults by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty-eight(28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency; any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty-eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of certificate of completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination which shall take effect twenty-eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due

and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Tender Documents.)

Sub-Clauses of Conditions of Contract

1.1.4 The Employer means

GUJRANWALA ELECTRIC POWER COMPANY LIMITED

1.1.5 The Contractor means

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 90 days

(The time for completion of the whole of the Works should be assessed by the Employer)

1.1.20 Engineer

XEN SS&T/L Division
GEPCO Gujrat
132KV Grid Station Gujrat-1 Sargodha Road Gujrat.
Ph: 053 – 3706627
Cell: 0318-3992552

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Contract Data
- (c) Letter of Acceptance
- (d) Conditions of Contract
- (e) The Specifications
- (f) The Drawings, if any
- (g) The contractor's tendered design, if any
- (h) The Schedules to Tender including Schedule of Prices
- (i) _____
- (j) _____

(The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

- 2.1 **Provision of Site:** On the Commencement Date*
- 3.1 **Authorized person:** _____
- 3.2 **Name and address of Engineer's/Employer's representative**

4.4 **Performance Security:**

Amount 10% of Bid Cost

Validity Till the Satisfactory Completion of Work.

(Form: As provided under Standard Forms* of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's _____

7.2 **Program:**

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of program: _____ (bar Chart/CPM/PERT or other)

- 7.4 Amount payable due to failure to complete shall 0.1% Per Day up to a maximum of (10%)* of sum stated in the Letter of Acceptance

(The amount for delay completion per day shall be entered by the Employer. The amount for delayed completion for each day of delay in completion of the whole of the work, or if applicable for any selection thereof, shall be a sum equal to 10% of the likely cost of the works divided by one-fourth of the number of days specified as completion time).

9.1 **Period for remedying defects**

12-Months after completion for Works

10.2 **Variation procedures:**

Day work rates _____

(Details).

11.1 ***(a) Terms of Payments**

Payment of Contract Price shall be made in the following manners:

Minimum Interim Amount 1.00 Million/-

* (Employer to amend as appropriate)

11.1 ***(b) Valuation of the Works*:**

i) Lump sum price _____ (details), or

ii) Lump sum price with schedules of rates _____ (details), or

- iii) Lump sum price with bill of quantities _____(details), or
- iv) Re-measurement with estimated/tender quantities in the Schedule of Prices

_____(details),or/&
- v) Cost reimbursable _____(details)

11.2 (b) **Percentage of value of Materials and Plant:**

Materials	eighty-percent (80%)*
Plant	ninety-percent (90%)*

NOTE:-NO ESCALATION WITH REFERNECE TO LABOUR & MATERIAL, IN WHAT SO EVER CASE, WILL BE ALLOWED TO THE CONTRACTOR, WITH REFERENCE TO THIIIS CONTRACT.

11.3 **Percentage of retention:** five-percent (5%)

11.6 **Currency of payment:** Pak Rupees

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen-percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

* (Employer to amend as appropriate)

Type of cover

Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Employer and entered).

Workers: _____

Other cover*:

**FORM OF TENDER SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Schedule Bank in Pakistan) with

address: _____

Name of Principal (Tenderer) with

address: _____

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

Tender Reference No. _____ 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, we the Guarantor above-named are held and firmly bound unto the _____, (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 Principal has submitted the accompanying Tender numbered and dated as above for _____
_____ (Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Tender that the Principal furnishes a Tender Security in the above said sum to the Employer, conditioned as under:

- (1) That the Tender Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the Tender;
 - (2) that in the event of;
 - (a) The Principal withdraws his Tender during the period of validity of Tender, or
 - (b) The Principal does not accept the correction of his Tender Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Tenderers, or
 - (c) failure of the successful Tenderer to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Tenderers, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Tenderers,
- the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful Tenderer's failure to perform.

NOW THEREFORE, if the successful Tenderer shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Tender as accepted and furnish within fourteen(14)days of receipt of Letter of Acceptance, a performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the 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 Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)
(Seal)

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Schedule Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with

address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tendering Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____

_____ (Name of Contract) for the _____

_____ (Name of Project)

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)
(Seal)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 20 _____ between GUJRANWALA ELECTRIC POWER COMPANY LIMITED (hereinafter called the "Employer") of the one part and _____

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

WHEREAS the Employer is desirous that certain Works, _____
_____ should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Tenderers, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Tender along-with Schedule to Tender;
 - (c) Conditions of Contract & Contract Data;
 - (d) The Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

(Seal)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____

(hereinafter called the Employer) has entered into a Contract for _____

(Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ Rupees (_____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for performance of his obligations under the said Contract.

AND WHEREAS _____
(Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)
(Seal)

Corporate Guarantor (Seal)

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the user without qualifying their tenders. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Tenders can be ensured, and the subsequent task of tender evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar ~~to~~ previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Drawings, if any