

# Standard Bidding Document

SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF ASSET PERFORMANCE MANAGEMENT SYSTEM (APMS) FOR 25 kVA, 50kVA, 100 kVA and 200 kVA DISTRIBUTION TRANSFORMERS ALONG WITH ALLIED MATERIAL AND SERVICES (COMPLETE END TO END SOLUTION)  
(Goods)

National

Single Stage-One Envelope



*April 24, 2026*

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# Table of Contents

---

<b>Instructions to Bidders</b> .....	3
<b>Bid Data Sheet</b> .....	23
Bids Data Sheet (BDS) .....	24
Eligibility Criteria .....	29
Evaluation Criteria .....	30
Items/Lots .....	31
Related Services of Goods: .....	35
Items/Lot Specification .....	37
Price Schedule .....	41
<b>General Conditions of Contract</b> .....	43
<b>Special Conditions of Contract</b> .....	54
<b>Bid Securing Declaration</b> .....	60
<b>Contract Form</b> .....	62
<b>Integrity Pact</b> .....	65
<b>Performance Guarantee Form</b> .....	67
<b>Annexure</b> .....	69
Form of Bid .....	70
Price Schedule Form .....	70
Bidder Information Form .....	70
Manufacturing Authorization Letter .....	70
No Deviation Certificate .....	70

Production Capability .....	70
Litigation Form .....	71
Authority Letter .....	71
Technical Specifications .....	71
List of Selected Feeder .....	71
Completion Schedule Form .....	71
GCC AND SCC .....	71
Beneficial Information Form .....	72
<b>Procurement Forms</b> .....	<b>73</b>
Past Experience and Completed Contracts .....	1
Historical Contract Non-Performance, and Pending Litigation and Litigation History .....	1
Current Contracts and Their Progress .....	1
Financial Capacity and Net Worth Evaluation Form .....	1
Average Annual Turnover .....	1
<b>Additional Forms and Documents</b> .....	<b>76</b>

## INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** has reserved Funds for the procurement planned for FY **2025-26**. The **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMISSIONING OF ASSET PERFORMANCE MANAGEMENT SYSTEM (APMS) FOR 25 kVA, 50kVA, 100 kVA and 200 kVA DISTRIBUTION TRANSFORMERS ALONG WITH ALLIED MATERIAL AND SERVICES (COMPLETE END TO END SOLUTION)**".
2. The **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Monday, May 11, 2026 10:30 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, May 11, 2026 11:00 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>

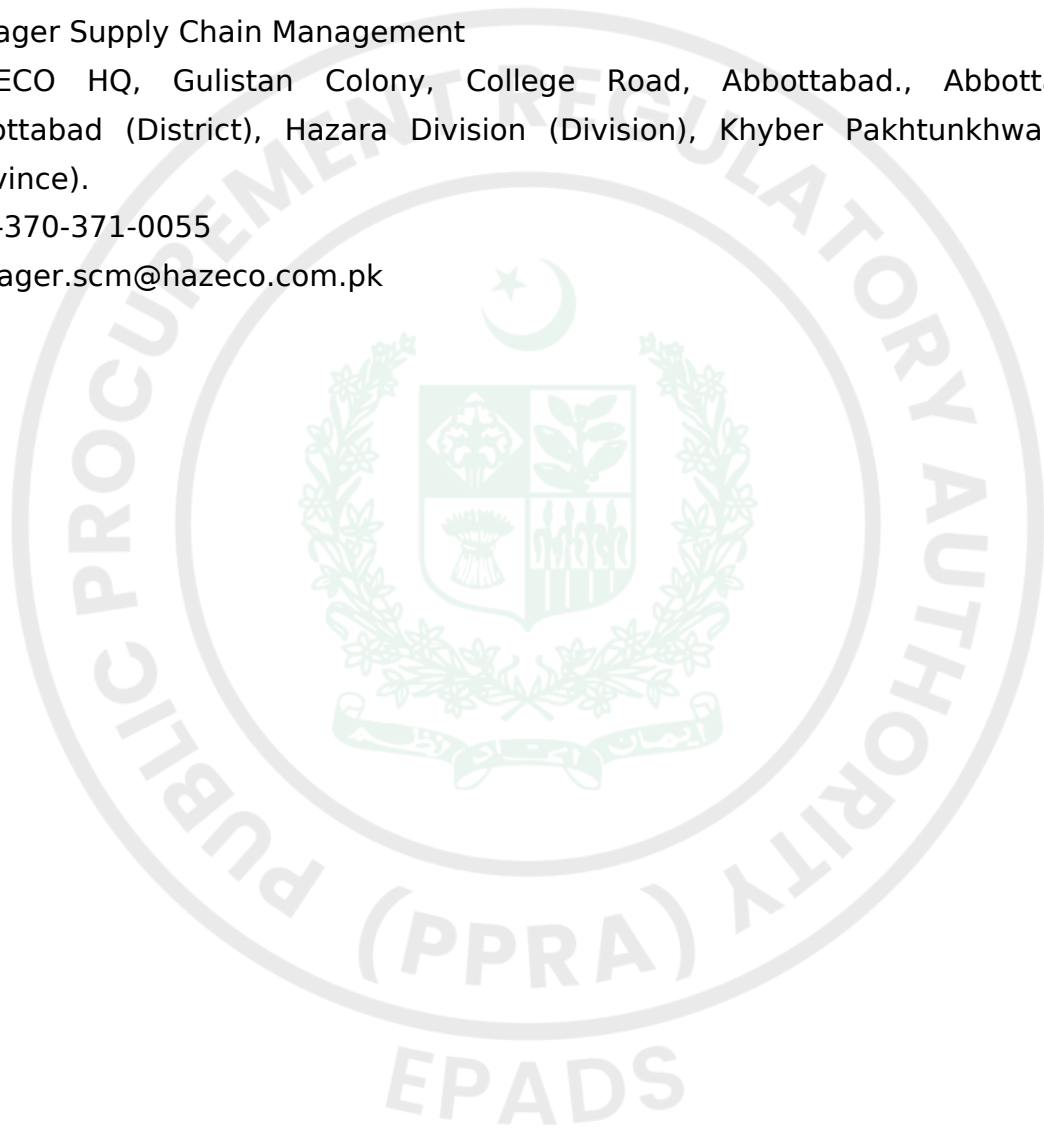
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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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 Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods 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 Invitation for Bids.

### 3. Eligible Bidders

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

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

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

any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

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

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

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

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

## 4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

## 5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

## 6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. Bidding Documents

## 7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

**Section I** -Invitation to Bids

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Evaluation Criteria, Specifications, Schedule of Requirements

**Section V** Bid Forms

**Section VI** General Conditions of Contract (GCC)

**Section VII** Special Conditions of Contract (SCC)

**Section VIII** Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

## 8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9**.

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## 9. Amendment of Bidding documents

9.1 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 addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 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 through **EPADS v2.0**:

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 Bids submission deadline.

## C. Preparation of Bids

## 10. Language of Bid

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

## 11. Documents and samples Constituting the Bid

**11.1 The Bid prepared by the Bidder shall constitute** the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

## 12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

**12.1** To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

## 13. Documents Establishing Eligibility and Qualification of the Bidder

**13.1** The Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

## 14. Form of Bids

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

## 15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

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

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

## 16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

## 17. Bids Validity Period

17.1 Bids 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. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

## 18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 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 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

1. the expiry of the Bid Security;
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 Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

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

1. if a Bidder:
  2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
  3. does not accept the correction of errors; or
  4. in the case of a successful Bidder, if the Bidder fails:
    5. to sign the contract; or
    6. to furnish Performance Guarantee.

## 19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

## D. Submission of Bids

### 21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

### 22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

## 24. Clarification of Bids

24.1 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.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

## 25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

## 26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 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 25.2**, it shall reject the Bid.

## 27. Correction of Errors

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

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;
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
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

## 28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

## 29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

### **1. Least Cost Based Selection (LCBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

### **2. Quality and Cost Based Selection (QCBS)**

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

### **3. Quality Based Selection (QBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

## 30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

## 31. Determination of Successful Bid

31.1 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.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in EvaluationCriteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

## 32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

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

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

## F. Award of Contract

### 33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

### 34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

### 35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

### 36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

### 37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

## 38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

## 39. Corrupt & Fraudulent Practices

39.1 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.

## F. Grievance Redressal & Complaint Review Mechanism

### 40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

## G. Mechanism of Blacklisting

### 41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





## 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		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency:<b>Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO))</b></p> <p>The subject of procurement is:<b>SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMISSIONING OF ASSET PERFORMANCE MANAGEMENT SYSTEM (APMS) FOR 25 kVA, 50kVA, 100 kVA and 200 kVA DISTRIBUTION TRANSFORMERS ALONG WITH ALLIED MATERIAL AND SERVICES (COMPLETE END TO END SOLUTION)</b></p> <p>Expected commencement date: <b>Saturday, May 30, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency:<b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P22538</b></p>

3.	3.1	JV/Consortium or Association Allowed: <b>Yes</b> Number of JV/Consortium Members: <b>2</b> <i>see section of eligibility criteria.</i>
B. Bidding Documents		
4.	8.1	The Bidders may seek clarifications through <b>EPADS v2.0</b> : Clarification Date: Friday, May 8, 2026
C. Preparation of Bids		



<p><b>5.</b></p>	<p><b>10.1</b></p>	<p>The Language of all correspondences and documents related to the Bids shall be in: <b>English</b></p> <p>List of documents required along with the bid:</p> <ol style="list-style-type: none"> <li>1. Form of Bid</li> <li>2. Price Schedule Form</li> <li>3. Bidder Information Form</li> <li>4. Schedule of Technical data/ drawing/ brochures/ literature along with make and origin of the quoted item.</li> <li>5. Certificate of No Deviation certificates from Commercial terms and technical specification</li> <li>6. Production Capability/Capacity of the Bidder</li> <li>7. Declaration of the material used in manufacturing of required item will 100% conform to Specifications PPMC-DS-01:2026 (Amended to date).</li> <li>8. Declaration regarding no involvement in litigation case, if involved then submits the Form attached in annexure accordingly.</li> <li>9. Declaration for no blacklisting/debarment from NTDC/ WAPDA/ DISCOs/ GENCOs/ Govt.Dept. or any organization for both manufacturer and bidder.</li> <li>10. Income tax returns for last two (02) years.</li> <li>11. Audited Financial Reports of last two (02) years.</li> <li>12. Authority letter of bid signatory.</li> </ol>
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6.	11.1	<p><b>Items/Lots and threere relateddocuments:</b>  <i>See section items and Lots</i></p>
7.	12.1	<p><b>Items / Lots Specifications:</b>  <i>see section of items specifications.</i></p>
8.	15.6	<p>The price shall be <b>Fixed</b>.</p>
9.	16.1	<p>Currency of the Bids shall be : <b>PKR</b></p>
10.	17.1	<p>The Bids/Bid Validity period shall be: <b>60 Days</b></p>
11.	18.1	<p>The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b></p> <p>The Bid Security shall be in the form of: <b>Call at Deposit, Bank Guarantee</b></p>
<p>D. Submission of Bids</p>		

12.	20.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).</b> before bid submission deadline.</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Monday, May 11, 2026 10:30 AM</b></p>
<h3>E. Opening and Evaluation of Bids</h3>		
13.	23.1	<p>The Bids opening shall take place on <b>EPADS v2.0.</b></p> <p>Day : <b>Monday</b></p> <p>Date: <b>Monday, May 11, 2026</b></p> <p>Time : <b>11:00 AM</b></p>
14.	31.1	<p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i></p>
<h3>F. Review of Procurement Decisions</h3>		
15.	41.1	<p>Grievence against this procurement shall be submitted online on EPADS v2.0.</p> <p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

## Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	FBR (NTN)
Sole Proprietorship	PEC
Partnership Firm	
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	
NGO / NPO	
IGO	

The bidder must be prequalified and registered with DISCOs / any WAPDA formation under any of the categories i.e. M1/M2/M5/M25 (11 kV Panels,/AMI Meters / MSB).	Yes
The bidder shall also be registered with PEC under category EE04/EE05	Yes
The bidder must be registered with Income Tax & Sales Tax Departments of FBR	Yes
The bidder should have at least one (01) educational/purchase order awarded for installation/supply of Asset Performance Management System (APMS) to DSICOs/Any other WAPDA formation/Govt. Department and successfully completed with satisfactory field performance. In this context, complete set of copies of the contract agreements/Educational/Purchase Order (s) along with field performance certificate(s) must be attached. Non-submission of said/above documents shall render the bid non-responsive.	Yes
Bidder shall submit valid Manufacturer's Authorization Letter (MAL) of the Allied Material. Quoted Manufacturer should also be registered with DISCOs/NTDC/WAPDA formation / Govt. Department in relevant category having at least three (03) years of Manufacturing and supply experience of offered material. Evidences shall be provided to justify the experience.	Yes
Valid Prototype approval from Design & Standard Department PPMC or undertaking for provision of fresh valid prototype approval from Design & Standard Department PPMC within delivery schedule in case of expired/not valid prototype approval.	Yes

## Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

### Least Cost Based Selection (LCBS)

# Items/Lots

**Lot Title :** APMS For 25kVA, 50 kVA, 100 kVA & 200 kVA

**Bid Security :** 4089412

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
(APMS) for 200KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-200)	Instrument transformers	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 92	92	Any	05 Years
(APMS) for 100KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-100)	Instrument transformers	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 186	186	Any	05 Years

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
(APMS) for 50KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-050)	Instrument transformers	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 281	281	Any	05 Years
(APMS) for 25KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-025)	Instrument transformers	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 71	71	Any	05 Years
300 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification	Power cable	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 5520	5520	Any	1 Years

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
150 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMCSpecifications	Power cable	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 11160	11160	Any	1 Years
100 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification	Power cable	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 16860	16860	Any	1 Years
50 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification (PPMC-DS-01:2026)	Power cable	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 4260	4260	Any	1 Years

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
PG connectors for 300 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 736	736	Any	1 Years
PG connectors for 150 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 1488	1488	Any	1 Years
PG connectors for 100 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 2248	2248	Any	1 Years

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
PG connectors for 50 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	<b>Address:</b> HAZECO Regional Store Abbottabad <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 568	568	Any	1 Years
Complete installation of Items listed along with other Equipment / Material which is not included in this list but is essential for a complete functional system	Lighting installation services	<b>Address:</b> 10 No of Selected Feeders mentioned in Annexure <b>Schedule:</b> 45 Days Along with Installation <b>Quantity:</b> 630	630	Any	1 Years

## Related Services of Goods:

No

APMS For 25kVA, 50 kVA, 100 kVA & 200 kVA

Item	UNSPSC	Related Services
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(APMS) for 200KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-200)	Instrument transformers	As per relevant PPMC/NTDC Specifications
(APMS) for 100KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-100)	Instrument transformers	As per relevant PPMC/NTDC Specifications
(APMS) for 50KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-050)	Instrument transformers	As per relevant PPMC/NTDC Specifications
(APMS) for 25KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-025)	Instrument transformers	As per relevant PPMC/NTDC Specifications
300 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification	Power cable	As per relevant PPMC/NTDC Specifications
150 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specifications	Power cable	As per relevant PPMC/NTDC Specifications
100 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification	Power cable	As per relevant PPMC/NTDC Specifications
50 mm <sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification (PPMC-DS-01:2026)	Power cable	As per relevant PPMC/NTDC Specifications

PG connectors for 300 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	As per relevant PPMC/NTDC Specifications
PG connectors for 150 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	As per relevant PPMC/NTDC Specifications
PG connectors for 100 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	As per relevant PPMC/NTDC Specifications
PG connectors for 50 mm <sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications	Automatic wire or cable connector	As per relevant PPMC/NTDC Specifications
Complete installation of Items listed along with other Equipment / Material which is not included in this list but is essential for a complete functional system	Lighting installation services	As per relevant PPMC/NTDC Specifications

## Items/Lot Specification

**Lot Title :** APMS For 25kVA, 50 kVA, 100 kVA & 200 kVA

**Item:** (APMS) for 200KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-200)

**UNSPSC:** Instrument transformers

**Specifications / Requirements:**

The material shall confirm to the Specification (PPMC-DS-01:2026)

**Item:** (APMS) for 100KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-100)

**UNSPSC:** Instrument transformers

**Specifications / Requirements:**

The material shall confirm to the Specification (PPMC-DS-01:2026)

**Item:** (APMS) for 50KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-050)

**UNSPSC:** Instrument transformers

**Specifications / Requirements:**

The material shall confirm to the Specification (PPMC-DS-01:2026)

**Item:** (APMS) for 25KVA Ratings with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit. (As per Specification PPMC DS-01:2026 and Ordering Code APMS-MC-S-025)

**UNSPSC:** Instrument transformers

**Specifications / Requirements:**

The material shall confirm to the Specification (PPMC-DS-01:2026)

**Item:** 300 mm<sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification

**UNSPSC:** Power cable

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** 150 mm<sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specifications

**UNSPSC:** Power cable

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** 100 mm<sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification

**UNSPSC:** Power cable

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** 50 mm<sup>2</sup> SC/AL Cable, PVC/PVC (15m per phase & neutral) as per relevant NTDC/PPMC Specification (PPMC-DS-01:2026)

**UNSPSC:** Power cable

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** PG connectors for 300 mm<sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications

**UNSPSC:** Automatic wire or cable connector

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** PG connectors for 150 mm<sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications

**UNSPSC:** Automatic wire or cable connector

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** PG connectors for 100 mm<sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications

**UNSPSC:** Automatic wire or cable connector

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** PG connectors for 50 mm<sup>2</sup> SC/AL Cable (8 per APMS) as per relevant PPMC/NTDC specifications

**UNSPSC:** Automatic wire or cable connector

**Specifications / Requirements:**

The material shall confirm to the relevant NTDC/PPMC Specifications.

**Item:** Complete installation of Items listed along with other Equipment / Material which is not included in this list but is essential for a complete functional system

**UNSPSC:** Lighting installation services

**Specifications / Requirements:**

As per relevant NTDC-DDS Specifications

## Price Schedule

**For Individual Items**

#	Item 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]		





## 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. "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;
2. "Procuring Agency" means:-
  - 2.1. any Ministry, Division, Department or any Office of the Government;
  - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

18. "In Writing" means communicated in written form with proof of receipt;

19. "Local Currency" means the currency of Pakistan;

## 2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

## 3. Applicable Law

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

## 4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and 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.

## 5. Notices

5.1 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**.

## 6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in **SCC**.

## 7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

## 8. Effectiveness of Contract

8.1 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.

## 9. Commencement of Services

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

## 10. Program

10.1 Before commencement of the Services, the Bidder 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.

## 11. Starting Date/Expiration Date

11.1 The Bidder 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.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 12. Entire Agreement

12.1 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.

## 13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## 14. Force Majeure

### 14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

## 14.2 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.

## 14.3 Extension of Time

Any period within which a Party 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.

## 14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

## 15. Termination

### 15.1 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 Bidder 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);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. If the Bidder becomes (or, if the Bidder 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;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### 15.2 By the Bidder

The Bidder 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.

1. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

## C. Obligations of the Bidder

### 16. General

#### 16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

#### 16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

### 17. Conflict of Interests

#### 17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

#### 17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

#### 17.3 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:

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

## 18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

## 19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

## 20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

## 21. Reporting Obligations

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

## 22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

## 22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

## 22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

## 23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

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

23.3 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.

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

## 24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

## D. Bidder's Personnel

### 26. Description of Personnel

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

## 27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

### 28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

### 29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

### 30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described, at the times and in the manner specified in the SCC or terms of reference.

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

## F. Payments to the Bidder

### 31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

## 32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

## 33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

## G. Quality Control

### 34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

### 35. Correction of Defects, and

#### **Lack of Performance Penalty**

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

## 36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

## H. Settlement of Disputes

### 37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.





## 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.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 1</b>	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b> Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Manager Supply Chain Management HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is: SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF ASSET PERFORMANCE MANAGEMENT SYSTEM (APMS) FOR 25 kVA, 50kVA, 100 kVA and 200 kVA DISTRIBUTION TRANSFORMERS ALONG WITH ALLIED MATERIAL AND SERVICES (COMPLETE END TO END SOLUTION)</b></p>
<b>GCC 3</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 4</b>	<p><b>Language:</b></p> <p>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 <b>English.</b></p>

<p><b>GCC 5</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)),Manager Supply Chain Management HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province). +92-370-371-0055 manager.scm@hazeco.com.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 7.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)),Manager Supply Chain Management HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province). +92-370-371-0055 manager.scm@hazeco.com.pk</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 8</b></p>	<p><b>Effectiveness of the contract</b></p>
<p><b>GCC 9</b></p>	<p><b>Commencement of Contract:</b></p>
<p><b>GCC 11.2</b></p>	<p><b>Expiration of Contract:</b></p>

<p><b>GCC 15</b></p>	<p><b>Termination</b></p> <p>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.</p>
<p><b>GCC 17</b></p>	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
<p><b>GCC 22</b></p>	<p><b>Liquidated Damages</b></p> <p>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 <b>0.06%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
<p><b>GCC 23</b></p>	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be <b>5.00%</b> of the contract price in acceptable form of <b>Call at Deposit, Bank Guarantee</b></p>
<p><b>GCC 32</b></p>	<p><b>Payment terms:</b></p> <p>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.</p>
<p><b>GCC 33</b></p>	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>

**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 of the material will be carried out at firm/supplier works/premises by Chief Engineer (MI) PPMC Lahore jointly with CEO HAZECO Abbottabad or his authorized representative/s. Notice in writing shall have to be given to the inspecting Officer(s) by the firm/supplier when the store against the order is ready for inspection at least 15 days prior to the date of inspection.

All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall also have to be afforded to the Inspecting Officer/s by the firm/supplier at his own expenses for carrying out Inspection. The firm/supplier will have to deposit @ 0.5% of the cost of the material (non-reimbursable) along with the inspection call to the Chief Engineer (MI) PPMC Lahore.

Note:- In view of peculiar nature of material being procured, inspection of material by the Chief Engineer (MI) PPMC or by HAZECO will be carried out within Pakistan and the firm shall have to offer the material for inspection accordingly, in accordance with prescribed delivery schedule.

The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if he found the material to be below the requirements of the particulars governing the supply given in the purchase order. In such cases:

- i) The decision of the Inspecting Officer shall be binding on you.
- ii) If the material are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit material in replacement of those rejected but re-submission will not mean extension of delivery period. Moreover, the firm/supplier will borne the expenses for the re-inspection of the material that will be offered against the rejected ones.
- iv) On final rejection the purchaser shall have the following rights:- a) To purchase the rejected goods at your cost and expense. b) To terminate the contract and recover from you the loss, the HAZECO thereby incurs.

Site Acceptance Testing (SAT) will be carried out by Concerned XEN (Operation) HAZECO. Notice in writing to Manager (SCM) shall be given by the Contractor for SAT and Handing Over/Taking Over the site. Site completion report shall be issued by the committee with in three (03) working days from issuance of Notice. In case of any deviation from standard or unsatisfactory work, SAT shall be rejected under intimation to the office of Manager (SCM) HAZECO.

SE (OP) concerned shall act as arbitrator only in case of dispute arises due to rejection of SAT by the Committee.

**Delivery & Documents**

Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:

**Following is the guidance for Dispute Resolution**

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. 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.

**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.: **P22538**

To: **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Manager Supply Chain Management HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Manager Supply Chain Management HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF ASSET PERFORMANCE MANAGEMENT SYSTEM (APMS) FOR 25 kVA, 50kVA, 100 kVA and 200 kVA DISTRIBUTION TRANSFORMERS ALONG WITH ALLIED MATERIAL AND SERVICES (COMPLETE END TO END SOLUTION) (P22538)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

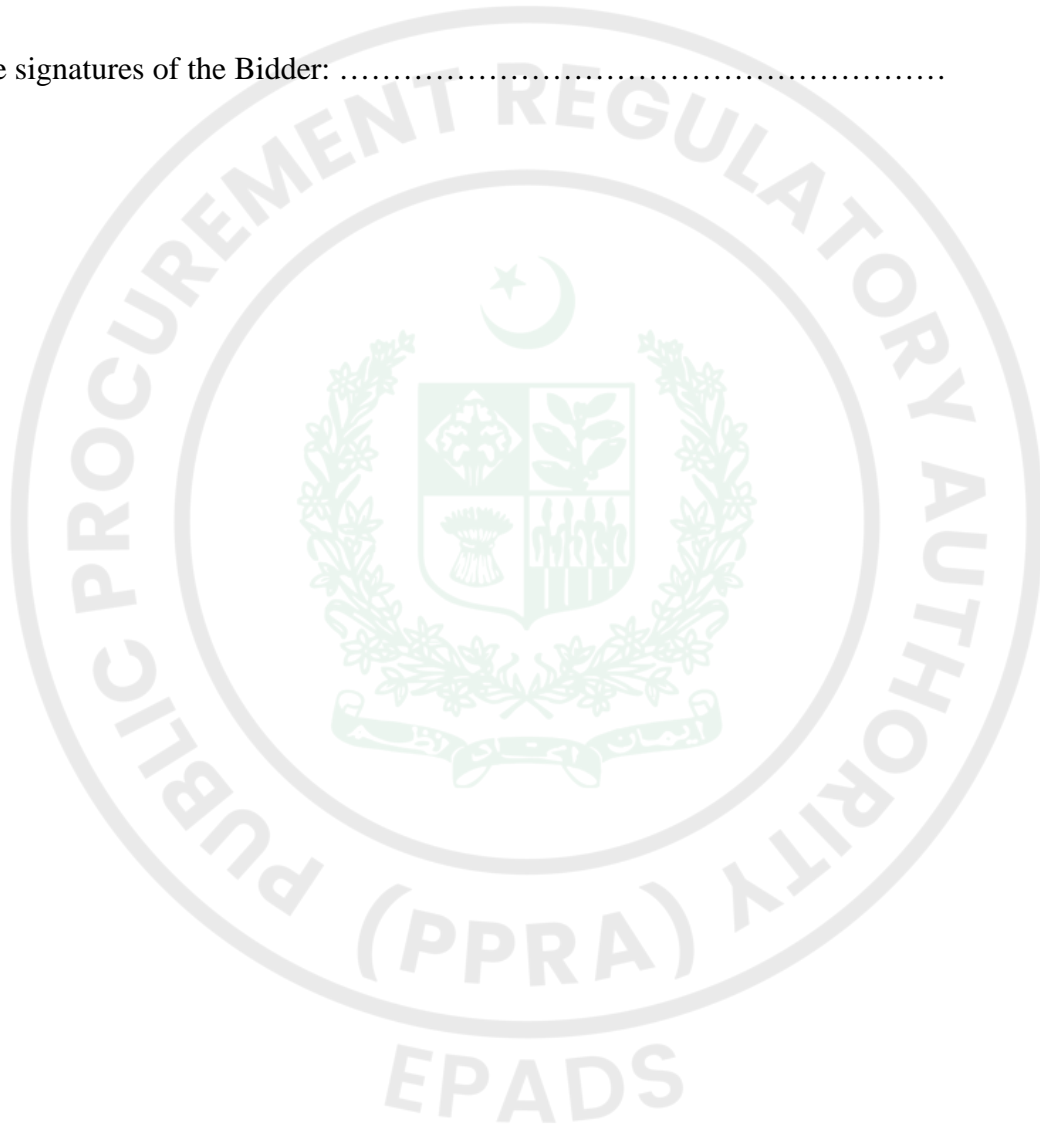
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

## Performance Guarantee Form

To: **Hazara Electric Supply Company (Hazara Electric Supply Company (HAZECO)), Manager Supply Chain Management HAZECO HQ, Gulistan Colony, College Road, Abbottabad., Abbottabad, Abbottabad (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



Annexure

## Form of Bid

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Form of Bid** (page number: 77)

## Price Schedule Form

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Price Schedule Form** (page number: 78)

## Bidder Information Form

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Bidder Information Form** (page number: 82)

## Manufacturing Authorization Letter

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Manufacturing Authorization Letter** (page number: 83)

## No Deviation Certificate

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **No Deviation Certificate** (page number: 84)

## Production Capability

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Production Capability** (page number: 85)

## Litigation Form

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Litigation Form** (page number: 86)

## Authority Letter

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Authority Letter** (page number: 87)

## Technical Specifications

The bidder should sign stamp and upload the technical specifications.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Specifications** (page number: 88)

## List of Selected Feeder

Information (Read-Only)

See Form Under Additional Forms and Documents: **List of Selected Feeder** (page number: 97)

## Completion Schedule Form

The bidder should sign stamp and upload the form.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Completion Schedule Form** (page number: 98)

## GCC AND SCC

The bidder should sign and stamp each page of GCC and SCC.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **GCC AND SCC** (page number: 99)

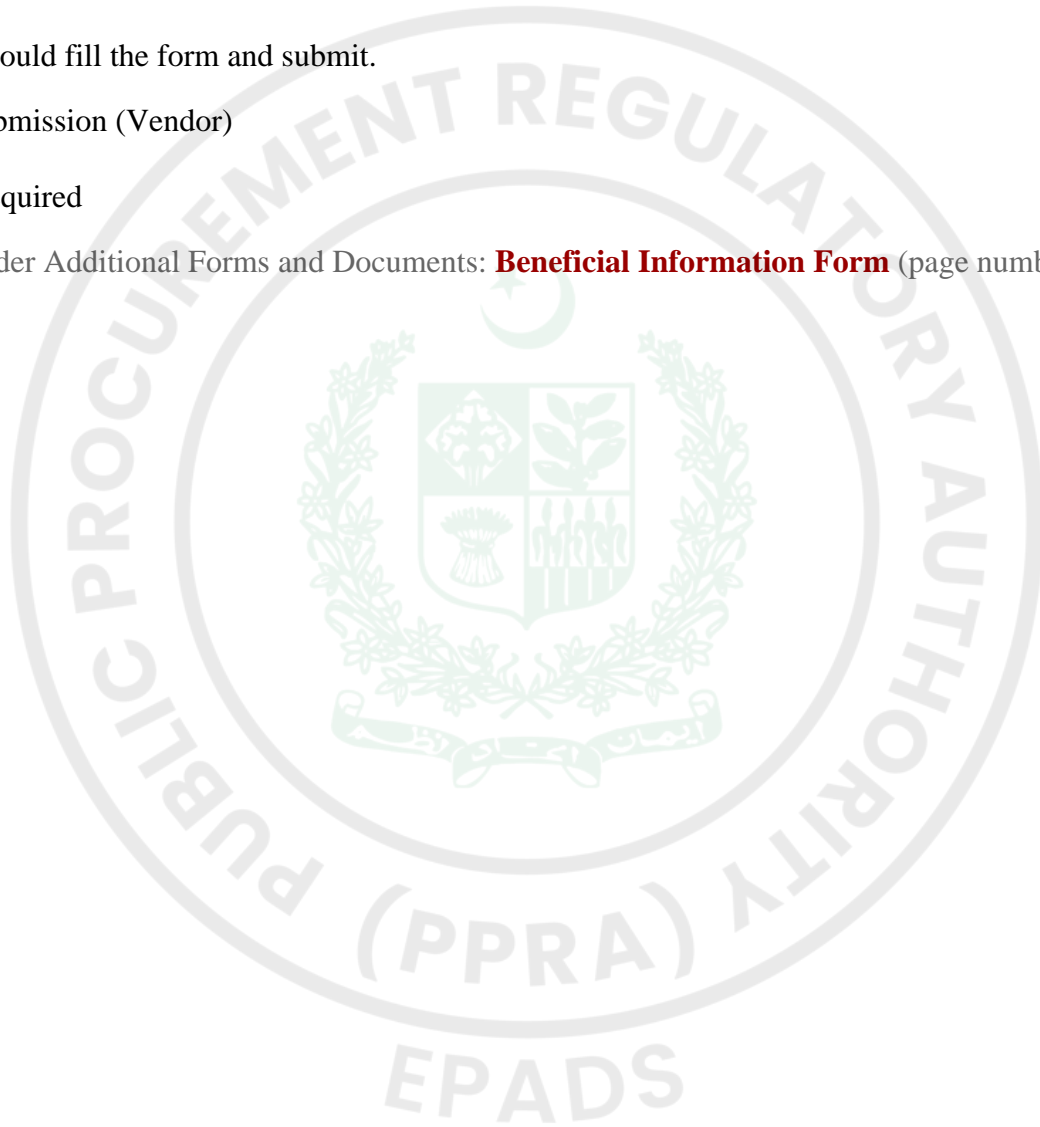
## Beneficial Information Form

The bidder should fill the form and submit.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Beneficial Information Form** (page number: 122)





## Procurement Forms

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 124)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 125)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 127)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 128)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 130)





## Additional Forms and Documents

## Form of Bid

**Date:**

To: \_\_\_\_\_

Having examined the Bidding Documents including Addenda Nos: \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver \_\_\_\_\_ in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [\_\_\_\_\_] to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name) \_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Stamp & Signature of Bidder**

**Price Schedules for Goods and Related Services Offered from within  
Pakistan**

Item No	Material Description	QTY.	Country of Origin	Unit FCS price without Sales Tax & SED (PKR)	Total FCS price without Sales Tax & SED (PKR)
1	APMS (Asset Performance Management System) for 200KVA Transformer along with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit; required for complete functioning and all of the driven features [As per relevant Specifications PPMC- DS-01:2026 (all amended to date) and ordering code APMS-MC-S-200.	92 Nos.			
2	APMS (Asset Performance Management System) for 100KVA Transformer along with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit; required for complete functioning and all of the driven features [As per relevant Specifications PPMC- DS-01:2026 (all amended to date) and ordering code APMS-MC-S-100.	186 Nos.			

3	APMS (Asset Performance Management System) for 50KVA Transformer along with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit; required for complete functioning and all of the driven features [As per relevant Specifications PPMC- DS-01:2026 (all amended to date) and ordering code APMS-MC-S-050.	281 Nos.			
4	APMS (Asset Performance Management System) for 25KVA Transformer along with complete associated and allied materials and accessories which are housed in the enclosure for one complete unit; required for complete functioning and all of the driven features [As per relevant Specifications PPMC- DS-01:2026 (all amended to date) and ordering code APMS-MC-S-025.	71 Nos.			
5	300 mm <sup>2</sup> , S/C Al. Cable, PVC/PVC (15 meters for each phase & neutral) as per relevant DDS specifications	55,20 Meters			
6	150 mm <sup>2</sup> , S/C Al. Cable, PVC/PVC (15 meters for each phase & neutral) as per relevant DDS specifications	11,160 Meters			
7	100 mm <sup>2</sup> , S/C Al. Cable, PVC/PVC (15 meters for each phase & neutral) as per relevant DDS specifications	16,860 Meters			
8	50 mm <sup>2</sup> , S/C Al. Cable, PVC/PVC (15 meters for each phase & neutral) as per relevant DDS specifications	4,260 Meters			
9	PG connectors for 300 mm <sup>2</sup> , S/C Al. Cable (8 Nos. for each APMS) as per relevant DDS specifications	736 Nos			
10	PG connectors for 150 mm <sup>2</sup> , S/C Al. Cable (8 Nos. for each APMS) as per relevant DDS specifications	1488 Nos			

11	PG connectors for 100 mm <sup>2</sup> , S/C Al. Cable (8 Nos. for each APMS) as per relevant DDS specifications	2248 Nos			
12	PG connectors for 50 mm <sup>2</sup> , S/C Al. Cable (8 Nos. for each APMS) as per relevant DDS specifications	568 Nos			
13	Complete installation of Items listed along with other Equipment / Material which is not included in this list but is essential for a complete functional system	630 Nos			
<b>Total</b>					

Name ..... in the capacity of

..... Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of ..... Dated on ..... day of .....20 .....

**Note:**

1. The delivery period will start from the date of issuance of purchase order / from the date of approval of prototype whichever is later.
2. In case of discrepancy between unit price and total, the unit price should prevail.
3. Bids covering partial quantity will be rejected.
4. Only defective/damaged accessories will be replaced. Details of defective/damaged accessories (D-Fuse Fitting, Cross Arms etc) will be shared by the Director Operations.



## Bidder Information Form

Date of Bid Submission: \_\_\_\_\_

Request for Tender No.: \_\_\_\_\_

1. Bidder's Name: _____
2. In case of JV, legal name of each member: _____
3. Bidder's actual or intended country of registration: _____ _____
4. Bidder's year of registration: _____ _____
5. Bidder's Address in country of registration: _____ _____
6. Bidder's Authorized Representative Information Name: _____ CNIC No. _____ Address: _____ _____ Telephone/Fax numbers: _____ Email Address: _____

**Note:-**

The Bidder shall fill in this Form in accordance with the instructions. No alterations to its format shall be permitted and no substitutions shall be accepted

---

**Stamp & Signature of Bidder**

## Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS]

Date: \_\_\_\_\_ [insert date (as day, month and year) of Bid submission]

No: \_\_\_\_\_ [insert  
number of Bidding process] Alternative No: \_\_\_\_\_ [insert  
identification No if this is a Bid for an alternative]

To: \_\_\_\_\_ [insert complete name of Procuring Agency]

WHERE-AS

We

\_\_\_\_\_ [in  
sert complete name, address, email etc. of Manufacturer], who  
are official manufacturers of \_\_\_\_\_ [insert type of goods manufactured],  
having factories at \_\_\_\_\_ [insert  
full address of Manufacturer's factories], do hereby authorize  
\_\_\_\_\_ [insert  
complete name of Bidder] to submit a Bid the purpose of which is to provide the  
following Goods, manufactured by us  
\_\_\_\_\_ [insert name and or brief description  
of the Goods], and to subsequently negotiate and sign the contract.

Further, we M/s \_\_\_\_\_ [insert complete  
name of Manufacturer] undertake that our supplier / local agent / bidder i.e M/s  
\_\_\_\_\_ [insert complete  
name of Bidder] will ensure the supply the material under this tender at the same price  
and terms & conditions of the contract issued to our supplier  
/ local agent / bidder M/s \_\_\_\_\_ [insert complete name of Bidder].

Further, for non-fulfilment of contracted obligations, bidder and its quoted manufacturer  
both will be held responsible & bothe will be dealt as per PPRA Rules and bidding  
document conditions.

We hereby extend our full guarantee and warranty in accordance with Clause-18 of the  
General Conditions of Contract with respect to the Goods offered by the above firm.

**Signed:** [insert signature(s) of authorized representative(s) of the Manufacturer]

**Name:** [insert complete name(s) of authorized representative(s) of  
the Manufacturer] **Title:** [insert title]

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

## **Deviations from Technical Provisions**

### **Form DEV-1**

#### **DEVIATIONS FROM TECHNICAL PROVISIONS**

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified terms/specification, those must be listed in the space provided below:

<b>Sr. No.</b>	<b>Clause No. / Section No.</b>	<b>Deviations / Clarifications</b>

## **Deviations from Contractual Condition**

### **Form DEV-II**

#### **DEVIATIONS FROM COMMERCIAL/CONTRACTUAL CONDITIONS**

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

<b>Sr. No.</b>	<b>Clause No. / Section No.</b>	<b>Deviations / Clarifications</b>
----------------	---------------------------------	------------------------------------

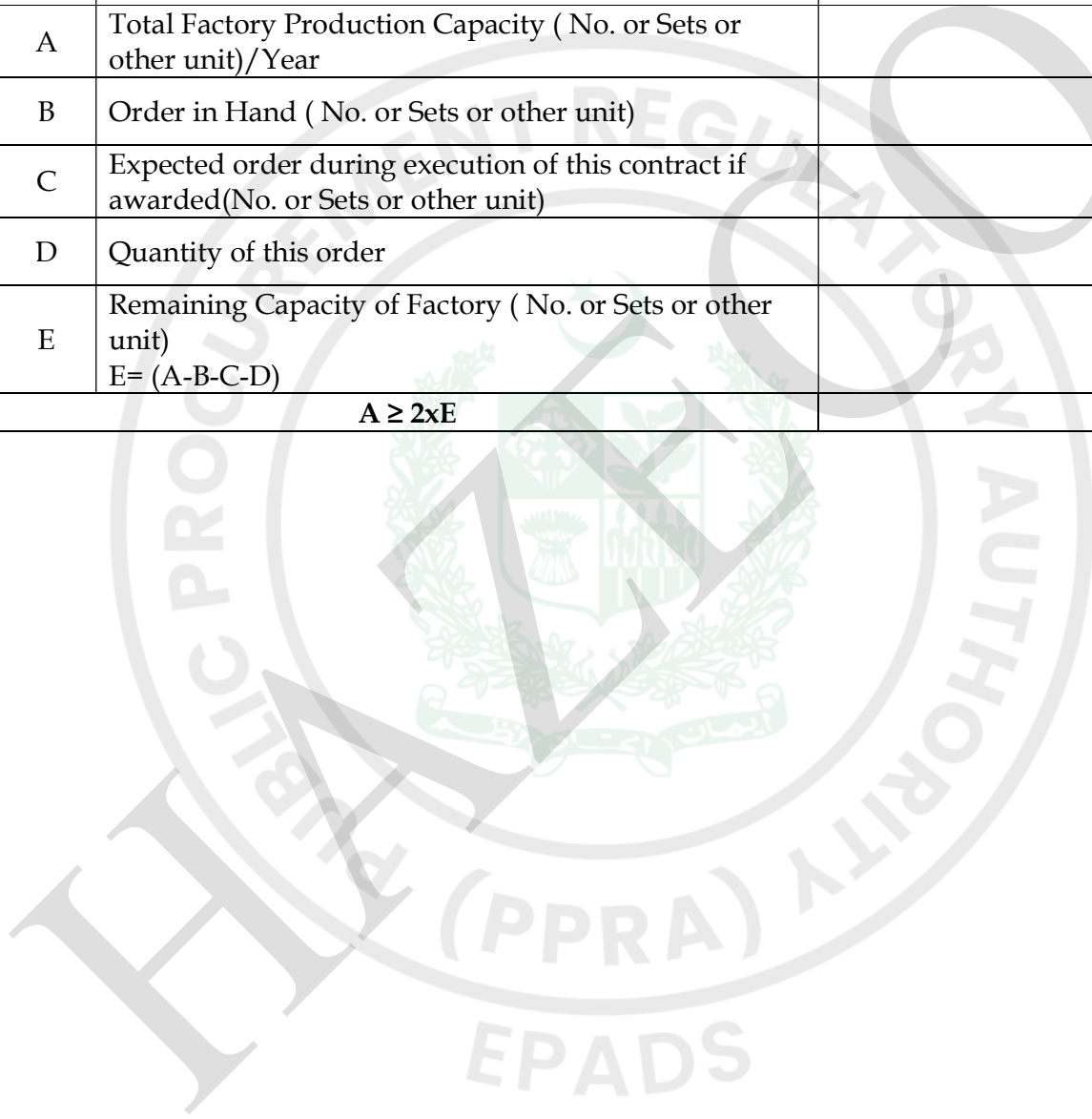
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**Stamp & Signature of Bidder**

## Production Capacity of Manufacturer

### Signed & Stamped by Manufacture

Sr #	Description	Factory Capacity in unit as mentioned in Price schedule
A	Total Factory Production Capacity ( No. or Sets or other unit)/Year	
B	Order in Hand ( No. or Sets or other unit)	
C	Expected order during execution of this contract if awarded(No. or Sets or other unit)	
D	Quantity of this order	
E	Remaining Capacity of Factory ( No. or Sets or other unit) E= (A-B-C-D)	
<b>A ≥ 2xE</b>		



**Stamp & Signature of Bidder**

## Current Litigation Information Form LIT-1

Each Bidder or member of a JV must fill in this form

<b>Pending Litigation</b>			
➤ Pending litigation in accordance with of Section III (Bid Data Sheet )			
Year	Matter in Dispute	Value of Pending Claim in Pak Rupees	Value of Pending Claim as a Percentage of Net Worth

---

**Stamp & Signature of Bidder**

**Power of Attorney (For signatory of Application)**

[To be printed on a PKR 100 stamp paper]

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney ("**Power of Attorney**"),\_\_\_[  
*Insert name firm/Company*] having its registered office at [----],does hereby nominate, appoint and authorize  
Mr. \_\_\_\_\_,having  
CNIC No. \_\_\_\_\_ hereinafter referred to as the "**Signatory of  
Application**", to do in our name and on our behalf the following:

1. Sign and submit to \_\_\_\_\_ or its authorized nominee, the  
Prequalification Application / Bid for "-----", in response to the  
tender No. ----- Advertisement dated [---] issued by The Procuring Agency and all other  
documents and instruments required to submit the Bidding Documents.
2. execute all such contracts, deeds, documents and instruments as may be considered necessary and  
expedient in relation to the foregoing; and
3. do and carry out all other actions as may be required by the Procuring Agency in connection with  
the bidding process as a whole;
4. To immediately notify The Procuring Agency in writing of any impending or actual revocation as  
well as any change in the terms of this Power of Attorney.
5. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or  
incidental to our Bid in response to the above referred bidding document including signing and  
submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes  
therein), attending any meetings organized by the Procuring Agency (including pre-bid conference  
meetings and bid opening meetings)and providing information/responses to the Procuring Agency in  
all matters in connection with our Bid.

We, [*Insert name of Firm/Company*], do hereby ratify and confirm whatsoever the Signatory of Application  
shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or  
cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The  
invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time  
shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions  
hereof.

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of [Date].

**FOR: [INSERT NAME OF APPLICANT FIRM/ COMPANY]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ CNIC/Passport No. : \_\_\_\_\_

Specimen Signature of Appointing /Nominated /Authorized

i-----

ii-----

iii-----

**Stamp & Signature of Bidder**

## **SPECIFICATIONS- TECHNICAL PROVISIONS**

- a) The APMS shall be supplied strictly according to PPMC-DDS-01:2026 (amended-to-date). The all-other allied material required for installation of APMS is required to be provided from DISCOs/ WAPDA/GENCOs approved suppliers / manufactures as per relevant DDS Specifications duly inspected by Chief Engineer, MI, PPMC.
- b) If the Bidder does not possess the valid prototype approval for the offered material as per PPMC-DDS-01:2026 (all amended to date), the Bidder shall have to obtain the prototype approval from the office of Design and Standards, PPMC before start of mass production. Drawing and prototype samples for prototype testing as desired by the Design and Standard Department shall be submitted within 30 days from the date of signing of Contract Agreement to office of Design and Standards, PPMC
- c) Delay in offering the prototype will be considered as breach of contract agreement and liquidated charges @0.0667% percent for each and every day, delay in submission of prototype sample shall be recoverable from the contractor. These liquidated charges are in addition to the liquidated damages stated in preamble to conditions of contract clause 27.1. All expenses of testing charges will have to be borne by the manufacturer/supplier. Any change suggested during prototype testing for compliance of specification shall have to be incorporated without any extra price or claim. The office of Design and Standards PPMC will approve the prototype sample within 30-days after its submission. **The time taken for obtaining prototype approval will not affect the legitimate delivery schedule of the Purchase Order.**
- d) In case of failure of 1st prototype Sample, the material shall be improved and second samples must be re-offered for prototype testing to office of Design and Standards, PPMC by the Bidder, within 10-days and get prototype approval within 20-days after its submission. The time taken for improvement in samples and resubmission of drawings will not entitle the manufacturer to claim extension in delivery period on this account. If the Prototype fails second time, firm will be considered non-responsive and performance security will be fortified / encashed and the Contract Agreement shall stand cancelled. HAZECO reserves the right to place Letter of Acceptance on the second lowest & substantially responsive bidder. Any further delay shall be on account of the Supplier / manufacturer and HAZECO reserves the right to deduct the Liquidated Damages according to the relevant clause of the Purchase Order.

*Note:-*

- i. FCS rate should be quoted for supply of material at HAZECO Regional Store Abbottabad.

- ii. The quoted FCS price in Pak Rupees shall be firm and final and not subject to escalation for any reason what-so-ever. The Tenderer shall be entirely responsible for all duties and Taxes and other such levies on finished goods/ components and raw material of the Contracted goods until delivery to the consignee(s). The Sales Tax be quoted separately.
- iii. This tender will be evaluated in the light of categorization policy formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1.
- iv. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing capacity / capability etc.
- v. Conditional Bids / Rates will not be entertained / accepted.
- vi. Bid submission / Tender opening date & timings shall be observed strictly.
- vii. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc. paid by you about Goods, Services & Works.
- viii. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules.
- ix. In case of holiday announced by the Govt. of Pakistan, strike in HAZECO jurisdiction or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.
- x. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements etc.) then the bidder's having same beneficiary / owners firm's shall be declared as non-responsive. Copy of form of Beneficiary Declaration certificate is attached.
- xi. The word PEPCO shall be read and considered as "PPMC"

## 1. PACKING & MARKING

- 1.1 The material shall be properly packed according to international standard with marking clearly indicating Contract agreement No., description of material, lot wise, ultimate consignee HAZECO Abbottabad Pakistan.

## TECHNICAL SPECIFICATION

- 1.2 The offered material shall conform to PPMC-DDS-01:2026 along with following WAPDA/PPMC/NTDC's instructions and IEC standards (all amended to date).
- 1.3 Composition of Asset Performance Management System (APMS) on Distribution Transformer of 25 kVA, 50 kVA, 100 kVA & 200 kVA Ratings shall be as described in PPMC-DDS-01:2026
- 1.4 The MDM interface of PITC shall be used initially. In case of development of HAZECO's own MDM in future, the integration of supplied MDC will be carried out by the bidder within the warranty period of MDC. If HAZECO adopts a new MDM system that follows the same UDIL protocols and architecture, the integration process should be straightforward. However, the bidder will be required to: Ensure smooth integration of MDC data with the new MDM system, which may include mapping data fields, ensuring consistent communication protocols, and addressing any potential system compatibility issues. It means that during integration vendor application and database must not crash or become non-responsive. Similarly, vendor UDIL API and MDC must be capable to handle bulk requests.

The bidder(s) provided MDC software will have perpetual license and will be bound to upgrade its installed MDCs with the latest release of PITC-UDIL (available at <https://pitc.com.pk/index.php/projects/open-architecture-based-ami>). It is clarified that any update/change in UDIL release related to hardware/firmware will not be the part of bidder's scope.
- 1.5 Communication module used in Smart Metering Controlling Device (SMCD) must be verified and approved by Pakistan Telecommunication Authority (PTA). It should be minimum 4G and must be downward compatible to 2G (4G/2G) without changing the SIM. If communication fails at higher band, then the communication module shall automatically switch to lower available band.
- 1.6 Since all of the APMS component will be housed inside a steel cabinet / enclosure, the smart metering unit needs to be capable of communicating over the network without signal degradation. The DLMS / COSEM compliance requirements certificate includes the encryption mechanisms. The supplier

must ensure the offered meters model are on DLMS / COSEM compliance certificates. The suppliers are encouraged to provide the DLMS / COSEM compliance certificate not older than “one year’s” version. The security of data being sensitive in nature must be ensured. The successful bidder is responsible to maintain all measures to secure meter software, HES/MDC Application, Databases, network from cyber security attacks. Next Generation Firewall/UTM, IDS/IPS, EDR etc. should be included in network designing for safeguarding the infrastructure. While HAZECO will provide the infrastructure and ensure security at the infrastructure level, the bidder is responsible for securing the application and databases at the software level. This includes:

**Application Security:** The bidder must ensure the application is not vulnerable to common security threats by adhering to best coding practices, implementing necessary security patches, and regularly testing the software for vulnerabilities especially DDoS attack prevention for both MDC and UDIL API.

**Data Encryption Where Required:** During deployment, the bidder must ensure that application-to-database connections are encrypted where required. Additionally, data at rest may also need to be encrypted based on the project's requirements.

**Ongoing Security Measures:** The bidder should ensure that the application remains secure against potential vulnerabilities, even after deployment, by keeping up with the latest security updates and patches.

1.7 Vendor will provide complete hardware/VM’s specifications (Cores, RAM, Storage, etc.) mutually agreed for HES/MDC deployment at HAZECO/PITC Data Center, to support all of APMS devices stated in BOQ. MDC should have the capability to retain minimum 120 days data in its database, before moving to archive.

1.8 The PITC-UDIL compliance Tier-I certificate on latest version is mandatory and the bidder shall submit it within 30 days after the issuance of notification of award / letter of acceptance and obtain UDIL compliance Tier-1 Certificate from PITC within 30 days (from the submission of compliance requirements for Tier-1 (extendable if both parties agreed). The bidder can also obtain the same certificate at any bidding stage before issuance of PO. The UDIL Compliance testing will comprise of two phases /Tiers as under:

1.9 UDIL compliance testing Tier-1 Certificate:

In this phase MDCs will be tested for latest UDIL

Compliance as per request Performa submitted by Vendors. After successful completion, UDIL Compliance testing Tier-1 certificate will be issued by PITC.

1.10 UDIL Performance Testing Tier-2 Certificate:

Tier-2 Certificate will be issued by committee headed by Director Operations HAZECO whereas Concerned XEN M&T, DM (AMI CELL), Concerned XEN (OP) and Manager MIS HAZECO will be members of the committee, once 100% APMS are installed and their two successful months of monitoring cycles including fulfilment of all on demand operation on these installed APMSs have been performed by the HAZECO using the AMI solution. HAZECO will issue Tier-2 Certificate within 30 days after fulfilment of all requirement.

- 1.11 The communication security is critical between APMS and MDC because the data may go through public network (where the security and the integrity of the data could be compromised) even in private network (where there are possibilities of intrusions that can corrupt and manipulate data). Main reason for secured communication is sensitive data read from or sent through the APMS (e.g., consumption of electrical units). Therefore, the successful bidder will ensure the appropriate security scheme implemented upto MDC. The bidder will be required to provide documents mentioning the mechanism for implementing security of data from APMS to MDC. The vendor will provide the certificate as per PITC format as under:

*"It is to certify that primary and derived electrical quantities from MDC schematic to UDIL schematic will be without any treatment. If any discrepancy is identified, the vendor will be held responsible for the damages caused due to malfunctioning of APMS along with revalidation of UDIL certificate or cancellation of UDIL as per decision taken jointly by HAZECO & PITC."*

- 1.12 The successful bidder will be responsible for provision of secure and authorized access of software functionalities in the APMS, security of software programming and re-programming in the field and will provide necessary backup warranty and training to officers/officials of HAZECO.

- 1.13 Bidder will ensure that date/time of SMCD, synchronized on every connectivity with MDC. Also the MDC date/time will be synchronized with Network Time Protocol (NTP) on real time basis. PITC will provide NTP server.

- 1.14 Successful bidder(s) is/are required to provide facility / gadget for data retrieval for downloading through APMS optical port. In case of damage of APMS unit, LCD / Display wash, any critical issue, the security of EEPROM must be ensured and data should be readable from EEPROM. In this regard the bidder shall provide read only software on CD / DVD along with essential accessories to HAZECO Supply Chain office. Each SMCD should have unique password. The list of SMCDs along with their password should be provided to M&T offices upon delivery and installation of APMS units in HAZECO.
- 1.15 Data consumption shall not exceed 32 MB per month in keep-alive mode.
- 1.16 MDC must be capable to handle all number of awarded APMS concurrently.
- 1.17 MDC should be able to support retrieval of scheduled metering data as per programmed / configurable interval (e.g 15 Minutes) for APMS. APMS would be declared muted if the last successful read was before 12 hours. Number of such muted units shall not be more than 2% at any point up to the warranty period within the system. MDC should be able to retrieve all missing data /reads from APMS after restoration of supply /elimination of communication error /due to any reason without compromising system performance also issues regarding error in data or missing data shall be treated as mute APMS. HAZECO will provide details where APMS are to be installed subsequently the SIMs will be provided on the basis of field survey performed by bidder for best network availability on all APMS. Missing Read means Missing of schedules and on demand data. Error in data means incomplete/wrong data receiving at MDC. This will be checked through MDM as vendor's MDC will be available to expose data at MDM.
- 1.18 The successful bidder is required to configure APMS during production for primary & secondary IPs, ports & Wakeup SIM numbers (which will be provided by HAZECO/PITC). By default, **optical port will be disabled**, the APMS will be in "Keep Alive" Mode and after energizing, these APMS will be automatically connected with the MDC & provide required data as per latest UDIL specifications. However, the schedule communication interval as well as sampling rate must be configurable.
- 1.19 On demand reading should be retrieved and the response time of On Demand reading should not be more than two

- minutes or any other realistic frequency set by HAZECO.
- 1.20 In case of delay of retrieval of on Demand readings beyond two minutes, an investigation shall be conducted into the matter and reasons other than the transformer damages, scheduled load shedding, TELCO issues etc., shall be on Bidder's liability. The APMS should communicate at Signal Strength of -90dBm to -105dBm. Vendors will get it tested also to the satisfaction of the HAZECO. If it is observed that the SMCD MODEM signal strength is lower than the one mentioned above, the supplier will be responsible to replace / repair the APMS under warranty. Retry Failure rate should not be more than 5 times. The Time out for each retry should not be more than 30 seconds.
- 1.21 System shall be able to identify and report potential system/APMS failures or tampering (Identify and report missing reads, Identify and report "stopped" APMS, , receive signals for tampering or APMS removal. As this functionality of MDM is based on occurrence of events (Alarms) at MDC level and events should be as per actual APMS responses which should communicate to MDC accordingly.
- 1.22 The APMS shall accept disconnect & reconnect commands, on demand data requests and other parameters updates from HES by exposing required APIs to PITCs MDM system as per UDIL.
- 1.23 The APMS system shall support load shedding schedule and its implementation at predefined and programmable schedule.

## **2. INSTALLATION GUIDELINE OF APMS**

- 2.1 The Contractor shall be responsible for the supply, installation, testing , commissioning and full functioning of APMS at 25 kVA, 50 kVA, 100kVA & 200kVA Distribution Transformers at appropriate place/man height having sufficient ground clearance to avoid any technical or safety hazardous. Sub Division/Feeder Wise detail for deployment of supplied APMS is attached as **Annexure**. However, HAZECO reserve the right to change the feeder/area for deployment of APMS.
- 2.2 The installed APMS shall be properly earthed
- 2.3 Complete methodology/installation timeline shall be provided with the bid indicating the number of gangs/teams and their deployment. Bidder may also be asked to give presentation before the evaluators. Non-satisfactory work methodology may also render the bid as non-responsive.

- 2.4 After issuance of contract agreement, the successful firm shall submit the proposed plan alongwith timeline for installation of APMS within 15 days (in case of any change/update of plan is required in the already submitted plan with bid or as proposed by the HAZECO).
- 2.5 The Employer shall not give any equipment/T&P for survey and installation to the Contractor for this project.
- 2.6 Complete shutdown schedule shall be submitted by the contractor to the office of Director Operations and Director Operations shall get it approved by the concerned office(s) after due deliberation. If any change is proposed by the Director Operations the contractor is bound to follow the same.
- 2.7 The contractor is required to submit installation/work schedule of particular feeder before start of work to the Director Operations HAZECO for arrangement of Shutdown in a way to have minimum outage to install the maximum APMS effectively & efficiently adopting all safety precautions and SOPs
- 2.8 Permit to Work (PTW) will be taken by the concerned Line Superintendent (LS) as per procedure already laid down.
- 2.9 Upon receipt of goods/material in store, concerned LS will draw the material as per schedule already submitted by the contractor and on the request of designated/appointed POC of the contractor. The material shall be received by the contractor's appointed POC from concerned LS.
- 2.10 The contractor shall submit **Progress Report** to the Director Operations HAZECO fortnightly indicating the percentage of work completed against the planned schedule submitted by the contractor. Director Operations HAZECO will monitor the progress and will give necessary instructions/advice in this regard.
- 2.11 Upon completion of site, Site Acceptance Testing (SAT) will be carried as mentioned in bidding documents. Handing Over/Taking Over (HOTO) Certificate will be issued on successful completion. Besides successful installation and commissioning of APMS, Site Acceptance Team/Committee will also verify the quantity of material drawn and installed at site. Surplus and Dismantled material will be returned by the contractor to the LS concerned with documentary evidence.
- 2.12 Once the material is handed over to bidder/contractor for execution of work, they will be fully responsible for its safety/protection. In case of any loss/theft the bidder/contractor will be held accountable.

- 2.13 The contractor is required to adhere to Safety and health standards. The Team/Labour working on site must be equipped with all necessary Tools & Plants (T&P). They must be trained and well aware of safety protocols to be followed during execution of work to avoid any unexpected accident.
- 2.14 The Contractor is responsible to mobilize sufficient numbers of crews for installation of APMS, each equipped with T&P and Proper Uniform complete in all respects for smooth execution of each activity. Contractor will share credentials detail of all staff/team/gangs working on site with Director Operations HAZECO. Unauthorized person will not be allowed to work on site. In case change of staff/gangs, prior permission must be taken. Contractor is responsible for timely completion, to adhere to the project schedule and ensure that the sufficient resources are available with the crews before commencement of each activity.
- 2.15 The successful bidder shall extend all possible support and ensure integration with external data management systems at HAZECO/ PITC. Moreover, Cable used for APMS installation is approximately 60 meters per Distribution transformer.
- 2.16 Complete Detail for deployment of APMS is attached at Annexure. However, HAZECO reserve the right to change the area/feeder / transformer for deployment of APMS
- 2.17 The contractor shall arrange the training of HAZECO officers / officials for HES / MDC operations.
- 2.18 The contractor shall submit list of all reference numbers/customers under particular APMS for coding purposes after site survey. For the purpose of site survey only, HAZECO will nominate subdivision wise at least 1 personnel.

**List of Selected Feeders / Areas for deployment of APMS**

S#	CIRCLE	DIVISION NAME	SUB DIVISION NAME	FEEDER CODE	FEEDER NAME	% AT&C LOSSES FEB-26	25 KVA TF	50 KVA TF	100 KVA TF	200 KVA TF
1	HAZARA-I / ABBOTTABAD	RURAL DIVISION HARIPUR	KTS	5940	11KV BNK	77.14	-	9	16	6
2	HAZARA-I / ABBOTTABAD	CITY DIVISION ABBOTTABAD	HAVELIAN- II	117209	SAJIKOT	50.94	1	17	15	7
3	HAZARA-I / ABBOTTABAD	CITY DIVISION ABBOTTABAD	HAVELIAN- II	117201	HAVELIAN CITY	26.50	14	18	21	16
4	HAZARA-I / ABBOTTABAD	CITY DIVISION ABBOTTABAD	LORA CHOWK	005919	BANDI SHER KHAR	42.40	3	33	17	4
5	HAZARA-I / ABBOTTABAD	RURAL DIVISION ABBOTTABAD	NATHIA GALI	085701	AYUBIA	33.2	21	27	27	5
6	HAZARA-I / MANSEHRA	RURAL DIVISION ABBOTTABAD	NATHIA GALI	085703	MAKOL	39.5	12	16	30	8
7	HAZARA-II / MANSEHRA	RURAL DIVISION MANSEHRA	BATTAGRAM	082902	THAKOT	86.84	8	14	2	2
8	HAZARA-II / MANSEHRA	BAFFA	BAFFA	012801	BAFFA	30.1	4	45	28	25
9	HAZARA-II / MANSEHRA	CITY RURAL DIVISION MANSEHRA	OGHI	091902	OGHI CITY	30.30	2	48	19	12
10	HAZARA-II / MANSEHRA	CITY RURAL DIVISION MANSEHRA	OGHI	091905	11KV SAFDAR SHAHEED/ DILBORI	49.91	6	54	11	7

## Completion Schedule

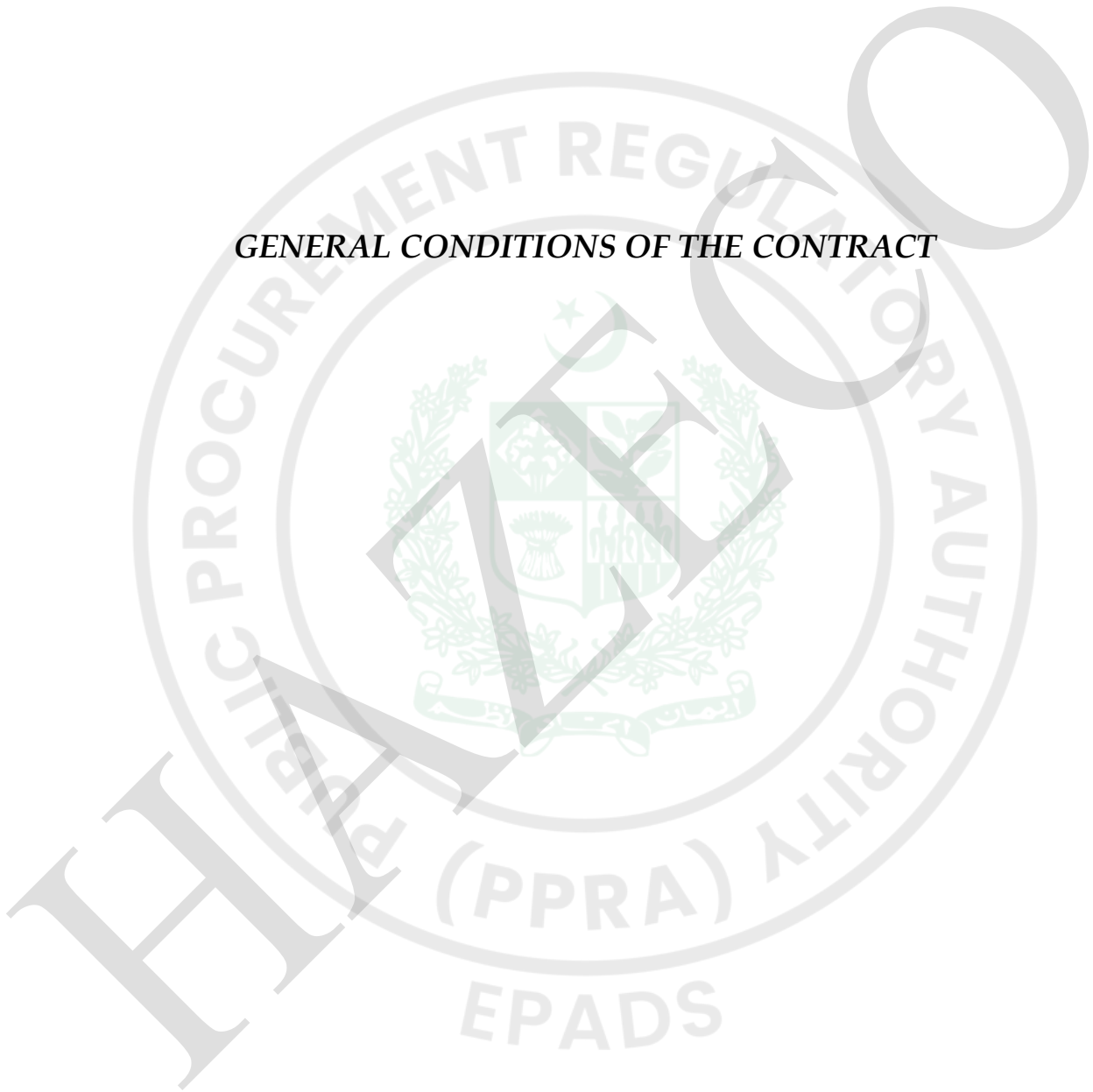
The supply, installation, testing and commissioning (complete end to end solution) shall be completed within a maximum period of 45 days for material and services offered on FCS basis, counted from the date of issuance of the contract agreement. **The time taken for obtaining prototype approval will not affect the legitimate delivery schedule of the Purchase Order/Contract Agreement.**

**Note:**

Completion Certificate will be issued by the Director Operations after successful completion of site/project.



**GENERAL CONDITIONS OF THE CONTRACT**



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**Stamp & Signature of Bidder**  
Page 1

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	<b>“Authority”</b> means Public Procurement Regulatory Authority.
		b)	The <b>“Arbitrator”</b> is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract <b>GCC Clause 31</b> hereunder.
		c)	The <b>“Contract”</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
		e)	<b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	<b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
		g)	The <b>“Contract Price”</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	<b>“Defective Goods”</b> are those goods which are below standards, requirements or specifications stated by the Contract.
		i)	<b>“Delivery”</b> means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		j)	<b>“Effective Contract date”</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in <b>GCC Clause 3</b> .
		k)	<b>“Procuring Agency”</b> means the person named as Procuring Agency in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related service, as named in <b>SCC</b> .
		l)	<b>“Related Services”</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		m)	<b>“GCC”</b> means the General Conditions of Contract contained in this section.
		n)	<b>“Intended Delivery Date”</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b> .
		o)	<b>“SCC”</b> means the Special Conditions of Contract.
		p)	<b>“Supplier”</b> means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the <b>SCC</b> .

**Stamp & Signature of Bidder**

Page 2

			q)	<b>“Project Name”</b> means the name of the project stated in SCC.
			r)	<b>“Day”</b> means calendar day.
			s)	<b>“Eligible Country”</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			t)	<b>“End User”</b> means the organization(s) where the goods will be used, as named in the SCC.
			u)	<b>“Origin”</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			v)	<b>“Force Majeure”</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, <b>“Force Majeure”</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			w)	<b>“Specification”</b> means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	<b>Application and interpretation</b>	2.1		These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2		In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

**Stamp & Signature of Bidder**

Page 3

		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>1) Form of Contract,</li> <li>2) Special Conditions of Contract,</li> <li>3) General Conditions of Contract,</li> <li>4) Letter of Acceptance,</li> <li>5) Certificate of Contract Commencement</li> <li>6) Specifications</li> <li>7) Contractor's Bid, and</li> </ol> <p>Any other document listed in the Special Conditions of Contract as forming part of the Contract.</p>
3.	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> <li>a) Submission of performance Security (or guarantee) in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee. in the form specified in the SCC;</li> </ol>
		3.2	<p>If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.3	<p>If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	<b>Governing Language</b>	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to <b>GCC Clause 3.1</b>, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	<b>Applicable Law</b>	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p>
6.	<b>Country of Origin</b>	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>
7.	<b>Standards</b>	7.1	<p>The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.</p>
8.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b>	8.1	<p>The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p>

**Stamp & Signature of Bidder**

Page 4

		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in <b>GCC Clause 7.1</b> shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
<b>9.</b>	<b>Patent and Copy Rights</b>	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
<b>10.</b>	<b>Performance Security(or Guarantee)</b>	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the <b>SCC</b> .
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in <b>SCC</b> .
<b>11.</b>	<b>Inspections and Test</b>	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. <b>SCC</b> and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

**Stamp & Signature of Bidder**

Page 5

		11.2	<p>The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p> <p>The supplier shall provide free of charge, all such assistance, instruments, machinery, testing appliances, manpower, labour and material as are normally/specially required for carrying out available type sample, routine, visual, and dimensional testing.</p> <p>Over and above normal inspection, the Chief Engineer (Material Inspection) or his authorized representative/s or by HAZECO may carry out all possible and locally available tests, including the routine and sample tests, once during the currency of Purchase Order at RTL Faisalabad, HV&amp;SC Testing Lab Rawat Islamabad, manufacturer's Lab, or any other local independent laboratory approved by the department. All expenses like testing fee, expenditure incurred for shipment of goods from manufacturer's premises to the testing laboratory, traveling, lodging/boarding and daily allowance of two NTDC/HAZECO Officers shall be borne by the manufacturer.</p>
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in <b>GCC Clause 10</b> shall in any way release the supplier from any warranty or other obligations under this Contract.
<b>12.</b>	<b>Packing</b>	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in <b>SCC</b> , and in any subsequent instructions ordered by the Procuring Agency.
<b>13.</b>	<b>Delivery and Documents</b>	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in <b>SCC</b> .

**Stamp & Signature of Bidder**

Page 6

		13.2	For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris unless otherwise specified in <b>SCC</b> .
		13.3	Documents to be submitted by the Supplier are specified in <b>SCC</b> .
<b>14.</b>	<b>Insurance</b>	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the <b>SCC</b> .
<b>15.</b>	<b>Transportation</b>	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>16.</b>	<b>Related Services</b>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Stamp & Signature of Bidder**

Page 7

17.	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b) In the event of termination of production of the spare parts: i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to <b>GCC Clause 13</b> , and upon fulfillment of other obligations stipulated in the Contract.

Stamp & Signature of Bidder

Page 8

		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to <b>GCC Clause 19.4</b>
<b>20.</b>	<b>Prices</b>	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
<b>21.</b>	<b>Change Orders</b>	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to <b>GCC Clause 22</b> , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>22.</b>	<b>Contract Amendments</b>	22.1	Subject to <b>GCC Clause 20</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>23.</b>	<b>Assignment</b>	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
<b>24.</b>	<b>Sub-contracts</b>	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

**Stamp & Signature of Bidder**

Page 9

		24.2	Subcontracts must comply with the provision of <b>GCC Clause 5</b> .
<b>25.</b>	<b>Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under <b>GCC Clause 28</b> , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to <b>GCC Clause 26</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 25.2</b> without the application of liquidated damages.
<b>26.</b>	<b>Liquidated Damages</b>	26.1	Subject to <b>GCC Clause 28</b> , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in <b>SCC</b> . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to <b>GCC Clause 26</b> .
<b>27.</b>	<b>Termination for Default</b>	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to <b>GCC Clause 24</b> ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the <b>SCC</b> ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it

**Stamp & Signature of Bidder**

Page 10

			within a reasonable period of time determined by the Procuring Agency; and
			h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		27.3	For the purpose of this clause: <b>“Corrupt and Fraudulent Practice”</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 26.1</b> , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>28.</b>	<b>Termination for Force Majeure</b>	28.1	Notwithstanding the provisions of <b>GCC Clauses 25, 26, and 27</b> , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>29.</b>	<b>Termination for Insolvency</b>	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**Stamp & Signature of Bidder**

Page 11

30.	<b>Termination for Convenience</b>	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	<b>Disputes Resolution</b>	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	<b>Procedure for Disputes Resolution</b>	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	<b>Replacement of Arbitrator</b>	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	<b>Limitation of Liability</b>	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to <b>GCC Clause 8</b> ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation

Stamp & Signature of Bidder

Page 12

			of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
<b>35.</b>	<b>Notices</b>	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>36.</b>	<b>Taxes and Duties</b>	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

**Stamp & Signature of Bidder**

Page 13

**SECTION-VIII**

**SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

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**Stamp & Signature of Bidder**

Page 14

## Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1(d)	Immediately after the issuance of Purchase Order.
2.	1.1(f)	As per Section IV of Bidding Document
3.	1.1(k)	The Procuring Agency is: <b>Manager (SCM) HAZECO</b>
4.	1.1(n)	Legitimate Delivery date as per Section –V Schedule of Requirement
5.	1.1(p)	The Supplier is: _____  <b>Note:</b> The Name and address of the Most Advantageous Bidder be written here while signing the Contract Agreement/Issuing Purchase Order with/to him.
6.	1.1(q)	The title of the subject procurement or The Project is: Procurement of Installation of Asset Performance Management System (APMS)
<b>Application and interpretation (GCC 2)</b>		
7.	2.3	For the Contracts/POs amounting to more than PKR 50 Million, the Supplier’s <b>“Declaration of Beneficial Owner (s) Information as per PPRA SRO 592(I)/2022 dated 10.05.2022”</b> on prescribed proforma shall be part of the Contract agreement.
<b>Governing Language (GCC 4)</b>		
8.	4.1	The Governing Language shall be: <b>English</b>
<b>Applicable Law (GCC 5)</b>		
9.	5.1	The Applicable Law shall be: <b>Laws of the Islamic Republic of Pakistan</b>
<b>Performance Security ( or guarantee) (GCC 10)</b>		
10.	10.1	The amount of performance security (or guarantee), as a percentage of the Purchase Order Price, shall be (05%) percent of the Contract Price in favor of CEO HAZECO from Schedule Bank of Pakistan having rating A+ in shape of Bank Guarantee. Contractor will provide performance Guarantee at time of acceptance of Notification of Award/Letter of Intent.
11.	10.2	The Procuring Agency will have the right to forfeit the Security Bond / Bank Guarantee (Performance Bond):- (A) If the contractor: i) Fails to supply the goods within the time specified. ii) Commits any breach of contract. iii) Fails to account for the Import License issued on account of the purchaser. iv) Fails to account for the raw material secured by the contractor against any License or permit issued on account of the PA v) Fails to return drawings, design or any material belonging to the PA, which was to be returned in good condition to the Contracting Officer after the successful termination of the contract. (B) For other reasons specified in the Purchase Order by the PA for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or for any

**Stamp & Signature of Bidder**

Page 15

		other reasons, the PA will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of DISCOs/GENCOs/NTDC/WAPDA/HAZECO or from any money due to the Contractor from any unit of DISCOs/GENCOs/NTDC/WAPDA/HAZECO.
12.	10.4	After delivery and acceptance of the Goods, 100% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with <b>GCC Clause 18.2</b> .
<b>Inspections and Tests (GCC 11)</b>		
13.	11.1	<p>Inspection of the material will be carried out at firm/supplier works/premises by Chief Engineer (MI) PPMC Lahore jointly with CEO HAZECO Abbottabad or his authorized representative/s. Notice in writing shall have to be given to the inspecting Officer(s) by the firm/supplier when the store against the order is ready for inspection at least 15 days prior to the date of inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall also have to be afforded to the Inspecting Officer/s by the firm/supplier at his own expenses for carrying out Inspection. The firm/supplier will have to deposit @ 0.5% of the cost of the material (non-reimbursable) along with the inspection call to the Chief Engineer (MI) PPMC Lahore.</p> <p><b>Note:-</b> In view of peculiar nature of material being procured, inspection of material by the Chief Engineer (MI) PPMC or by HAZECO will be carried out within Pakistan and the firm shall have to offer the material for inspection accordingly, in accordance with prescribed delivery schedule.</p> <p>The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if he found the material to be below the requirements of the particulars governing the supply given in the purchase order. In such cases:</p> <p>ii) The decision of the Inspecting Officer shall be binding on you.</p> <p>iii) If the material are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit material in replacement of those rejected but re-submission will not mean extension of delivery period. Moreover, the firm/supplier will borne the expenses for the re-inspection of the material that will be offered against the rejected ones.</p> <p>iv) On final rejection the purchaser shall have the following rights:-</p> <p>a) To purchase the rejected goods at your cost and expense.</p> <p>b) To terminate the contract and recover from you the loss, the HAZECO thereby incurs.</p> <p>Site Acceptance Testing (SAT) will be carried out by the Concerned XEN (Operation) HAZECO. Notice in writing to Manager (SCM) shall be given by the Contractor for SAT and Handing Over/Taking Over the site. Site completion report shall be issued by the committee within three (03) working days from issuance of Notice. In case of any deviation from standard or unsatisfactory work, SAT shall be rejected under intimation to the office of Manager (SCM). SE (OP) concerned shall act as arbitrator only in case of dispute arises due to rejection of SAT by the Committee.</p>
<b>Packing (GCC Clause 12)</b>		
14.	12.2	The following <b>SCC</b> shall supplement <b>GCC Clause 12.2</b> :

**Stamp & Signature of Bidder**

Page 16

		The supplier will be responsible for packing the store suitable for transit by Rail / Road so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at supplier's expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination
<b>Delivery and Documents (GCC Clause 13)</b>		
15.	13.1	<b>For Goods supplied from abroad:</b>  <i>Not Applicable.</i>
16.	13.3	<b>For Goods from within Pakistan:</b>  Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:  i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii) delivery note, railway receipt, or truck receipt; iii) Manufacturer's or Supplier's warranty certificate iv) Inspection certificate issued by PPMC.  The above documents shall be received by Consignee before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
<b>Insurance (GCC Clause 14)</b>		
17.	14.1	Not Applicable
<b>Related Services (GCC Clause 16)</b>		
18.	16.1	Related services to be provided are: 1. Installation, configuration, testing, commissioning of APMS (complete end to end solution) and other services mentioned in this bidding document 2. As mentioned in the bidding document.
<b>Spare Parts (GCC Clause 17)</b>		
19.	17.1	As per Specifications PPMC-DS-01:2026
<b>Warranty (GCC Clause 18)</b>		
20.	18.2	The supplier will furnish a Warranty Certificate, certifying that the goods supplied conform exactly to the Specifications laid down in the Contract and are brand new and that in the event of the material being found defective or not conforming to the Specifications/Particulars governing supply at the time of delivery and for a period of <b>60-months</b> from the date of completion of supply, the supplier will be held responsible for all losses and that the unacceptable goods shall be substituted with the acceptable at your expense & cost.
21.	18.4 & 18.5	The period for correction of defects in the warranty period is: <b>Thirty (30) Days.</b>
<b>Payment (GCC Clause 19)</b>		
22.	19.1	1. In respect of supplied material payment shall be made in following manner.

**Stamp & Signature of Bidder**

Page 17

**a) On Delivery: -**

Seventy Percent (70%) of the total or pro rata EXW (APMS, Cable, etc.) upon delivery to HAZECO.

**b) On Site Inspection:-**

Ten (10%) of the total or Pro rata EXW (APMS, Cable, etc.) upon successful site inspection. During site inspection, the visual inspection of quality of work and earthing of APMS box will be examined and certificate will be issued by site inspection committee.

**c) On Completion: -**

Twenty Percent (20%) of the total or pro rata EXW as balance payment (Meters, Cable, CTs etc.) upon installation and its integration / communication with MDM and issuance of Tier-2 certificate. For this payment the number of muted APMS/ meters should not exceed more than 2%. Any error in data or missing data of meters shall also be treated as muted meters.

**2. For installation**

- a) Seventy percent (70%) of the total or pro rata upon Installation of APMS at designated areas of HAZECO (already mentioned in this bidding document) and their successful communication and integration with MDM upon issuance of certificate by concerned Manager (Op). The number of muted APMS/meters should not exceed more than 2%. Any error in data or missing data of meters shall also be treated as muted meters.
- b) Ten (10%) of the total or Pro rata EXW (APMS, Cable, etc.) upon successful site inspection.
- c) Twenty (20) % of the total or pro rata upon issuance of Tier-2 Certificate. For this payment, the number of muted meters should not exceed more than 2%. Any error in data or missing data of meters shall also be treated as muted meters.

All the payments due under this Purchase Order will be made through direct / cash payment or confirmed & irrevocable Letter of Credit for Contract Price i.e. Rs. \_\_\_\_\_ to be established by Chief Financial Officer HAZECO according to their share allocation through any Scheduled Bank of Pakistan in yours favor. The amount of material excluding Sales Tax i.e. Rs. \_\_\_\_\_ in the Letter of Credit shall be available for negotiation and encashment on the production of documents mentioned as under:-

- a. Bill in triplicate for 100% claim, duly approved by the Manager SCM and pre-audited by office of CFO HAZECO.
- b. Delivery Challan and GRN duly stamped and signed by the consignee.
- c. Warranty Certificate.
- d. Confirmation of Manager (SCM) HAZECO about acceptance of Performance Bond in case of the first claim only.

**Stamp & Signature of Bidder**

Page 18

		<p>e. Inspection Certificate (Material &amp; Site) and Completion Certificate issued by the HAZECO or his authorized representative.</p> <p>f. 1/5th of GST amount will be deducted at the time of making payment as per FBR rules.</p> <p>g. Professional Tax Paid Certificate by the firm.</p> <p>h. The manufacturer in its invoices shall also give an undertaking that in case of omission of any deduct-able amount, HAZECO's claim at any later stage (through / pre-audit or post audit) shall be acceptable to you.</p> <p>The amount of Sales Tax i.e. Rs. in the Letter of Credit shall be available for negotiation and en-cashable on production of following documents "DULY PRE-AUDITED" by the office of CFO HAZECO.</p> <p>i) Sales Tax Return-cum-Payment challan for the month of delivery of material.</p> <p>ii Copy of GRN duly stamped and signed by respective consignees.</p> <p>iii Sales Tax invoice as per GRN above (Item-ii)</p> <p>iv In case the manufacturers who pay lump sum Sales Tax, they shall also submit an affidavit on on-judicial paper that "the Challan includes the amount of Rs. of Sales Tax for supply of the quantity of Material to HAZECO against P.O. No. dated . _</p> <p><b>PARTIAL DELIVERIES AND PART PAYMENT ARE ALLOWED.</b></p> <p>NOTE:- All charges relating to L/C opening and negotiation shall be borne by the Supplier.</p>
23.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be. ( <i>Not Applicable</i> )
<b>Prices (GCC 20)</b>		
24.	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  <i>Not Applicable and Price shall remain fixed and firm during currency of contract.</i>
<b>Delays in Supplier's Performance (GCC Clause 25)</b>		
25.	25.3 & 28.2	<p>a) Extension of Time shall be considered by the Procuring Agency (PA) on following grounds:</p> <ol style="list-style-type: none"> <li>1) If delay is beyond the control of the Supplier and it is claimed that circumstances fall under the FORCE MAJEURE clause, extension may be allowed in the delivery period without imposing penalty i.e. liquidated damages as mentioned in the contract.</li> <li>2) If delay is on the part of inspector nominated by HAZECO at the time of inspection call.</li> </ol> <p>* The supplier is bound to submit its request for extension within 15 days from the occurrence of such event.</p> <p>b) Extension of Time shall not be considered by the Procuring Agency (PA) for the following reasons.</p> <ol style="list-style-type: none"> <li>1) Contractor does not issue inspection call as per GCC clause - 11.1.</li> <li>2) Delay on the part of the contractor in the arrangement of raw materials.</li> <li>3) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.</li> <li>4) Any other delay caused by the contractor or its person (s) without notification to purchaser.</li> </ol> <p>The extension in the delivery period is not allowed as a matter of routine as and</p>

**Stamp & Signature of Bidder**

Page 19

		when demanded by the Suppliers. Only in exceptional cases, an extension be granted in the delivery schedule as mentioned above.
<b>Liquidated Damages (GCC Clause 26)</b>		
26.	26.1	To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten percent (10%) of the Contract price (Liquidated damages will be deducted only on those materials which are undelivered during contract delivery period), except: <ul style="list-style-type: none"> <li>a. Where un-delivered stores (material) hold up the use of other stores (material), liquidated damages shall be levied on the total value of the Contract.</li> <li>b. The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of DISCOs or NTDC</li> </ul>
<b>Termination for Default (GCC Clause 27)</b>		
27.	27.1	If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:- <ul style="list-style-type: none"> <li>i) To recover liquidated damages as prescribed in SCC Clause no. 26</li> <li>ii) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery, or</li> <li>iii) To cancel the contract at your risk and cost.</li> </ul> <p>In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order. Moreover, if the maximum limit of LD is reached the Procuring Agency may consider termination of contract.</p> <p>(B) If during the course of execution of Contract, you are black-listed by GENCOs/WAPDA/DISCOs/NTDC/HAZECO, the purchaser may proceed with all or any of the actions detailed below:-</p> <ul style="list-style-type: none"> <li>i) To allow the contract to run its course till completed in accordance with the terms and conditions of Contract.</li> <li>ii) To stop further supplies with or without financial repercussions.</li> <li>iii) To cancel the contract with or without reservation of rights.</li> </ul> <p>(C) You may be blacklisted / debarred from future business with HAZECO/DISCOS on the following grounds including the ones prescribed in the PPRA Rules:</p> <ul style="list-style-type: none"> <li>i) Making false statements and allegations to gain undue advantage.</li> <li>ii) Commission of fraud.</li> <li>iii) Fail to perform the contractual obligations.</li> <li>iv) Fail to fulfill the technical provision of the Purchase Order during the execution of contract or breaches the contract.</li> <li>v) Fail to deliver the material as per the delivery schedule mentioned in the Purchase Order.</li> <li>vi) Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property,</li> </ul>

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Page 20

		false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature
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**Force Majeure (GCC-28.1)**

28.	<p>The right of the HAZECO to terminate the Contract, or to claim penalty or to liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the performance of the contract by the Manufacturer or Supplier, or the contract has become incapable of being performed:-</p> <ul style="list-style-type: none"> <li>i) Act of God.</li> <li>ii) Act of State, War or any Act of the Enemy.</li> <li>iii) Lock outs, Riots or Civil Commotion.</li> <li>iv) Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers.</li> <li>v) Restriction imposed by the government on the Import of any material relating to the manufacture of goods.</li> <li>vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.</li> <li>vii) Port delays due to bunker age or lighter age.</li> <li>viii) Diversions of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier.</li> </ul> <p>Provided further that the Manufacturer/supplier has given notice to the HAZECO within 14-days of the happening of any such event.</p>
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Page 21

**Procedure for Dispute Resolution (GCC Clause 32)**

29.

32.3

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

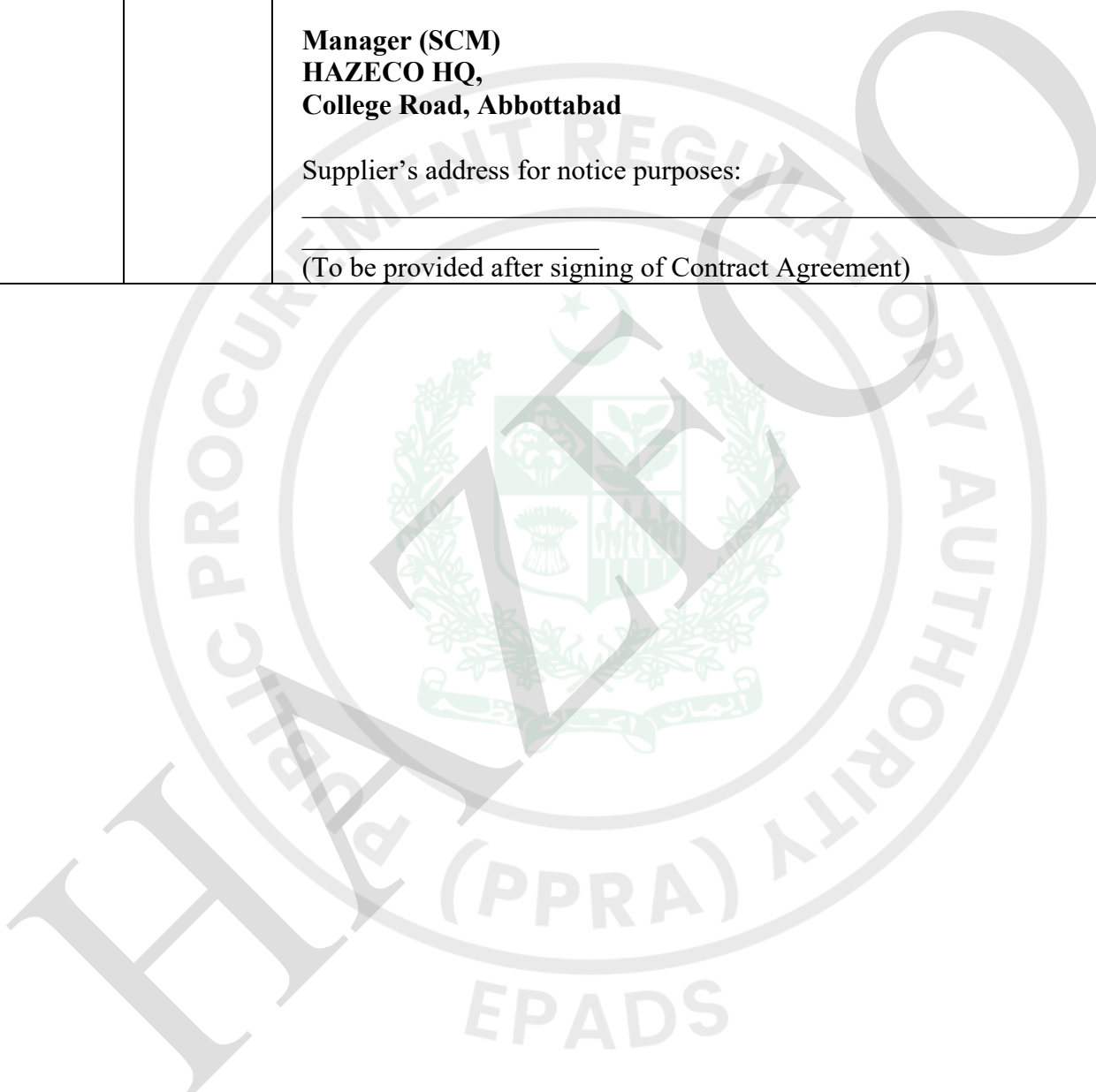
**(b) For Contracts to be entered with nationals of Pakistan:**

1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier 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 7 (seven) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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 [Insert name of the city] and proceedings will be conducted in – [Specify language] language.
4. 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.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.
6. Notwithstanding any reference to the arbitration herein, the parties

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Page 22

		shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier
<b>Notices (GCC Clause 35)</b>		
30.	35.1	<p>Procuring Agency's address for notice purposes:</p> <p><b>Manager (SCM)</b>  <b>HAZECO HQ,</b>  <b>College Road, Abbottabad</b></p> <p>Supplier's address for notice purposes:</p> <p>_____</p> <p>(To be provided after signing of Contract Agreement)</p>



## Form 12 : Annex-I of PPRA SRO 592

### Beneficial Ownership Declaration Performa

For 50 Million contract value

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name: \_\_\_\_\_
2. Father's Name / Spouse's Name \_\_\_\_\_
3. CNIC/NICOP/Passport No. \_\_\_\_\_
4. Nationality \_\_\_\_\_
5. Residential Address \_\_\_\_\_
6. Email Address \_\_\_\_\_
7. Date on which shareholding, control or interest acquired in the business.  
\_\_\_\_\_

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified)	Date of Incorporation/registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimate owns or control the legal person or arrangement

9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figure and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

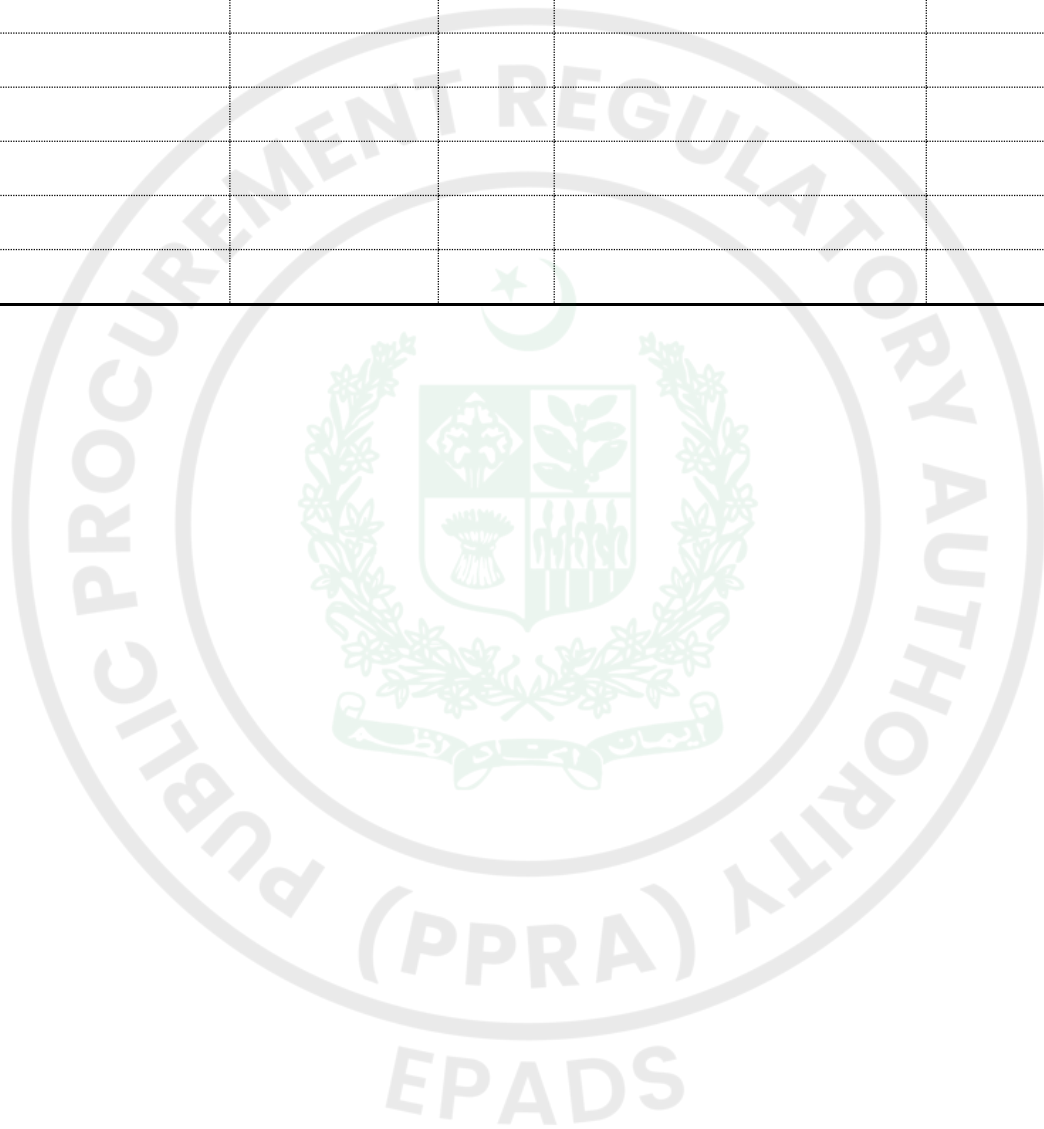
[Additional page may be added if required]

Name and Signature  
(Person authorized to issue notice on behalf of the company)

## Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



## Historical Contract Non-Performance, and Pending Litigation and Litigation History

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), PKR Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

## Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated Delivery Date
5. Average monthly invoices over the last six months (PKR/mon.)

## Financial Situation and Performance

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

### 1. Financial data

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

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements.

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

## Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

\* Refer ITA for date and source of exchange rate.

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