

National Grid Company of Pakistan Limited (NGC)

(Formerly NTDC)



BIDDING DOCUMENT NO. **XEN-EHV-II-NGC-HYD-03-2026**

**Detailed route survey and Engineering/Design for rerouting of Existing
500 kV & 220 kV Transmission lines affected by the proposed Sukkur–
Hyderabad Motorway (M-6)**

SINGLE STAGE TWO ENVELOPE (SSTE) BIDDING PROCEDURE

September, 2026

Issued to: _____

Payment Mode: _____

Date: _____

Sign & Stamp: _____

SECTION-I
INVITATION FOR BIDS

INVITATION FOR BIDS

Detailed route survey and Engineering/Design for rerouting of Existing 500 kV & 220 kV Transmission lines affected by the proposed Sukkur–Hyderabad Motorway

National Grid Company (NGC), formerly NTDC, a corporate entity constituted after restructuring of WAPDA, invites sealed proposals from eligible and qualified Firms for the following assignment:

1. ASSIGNMENT

The assignment comprises of detailed survey and engineering/design for rerouting of existing 500 kV & 220 kV transmission lines affected by the proposed Sukkur–Hyderabad Motorway, including route/topographic survey, soil/subsoil investigation, tower spotting and make-up, plan & profile, foundation design, sag-tension/stringing charts, electrical clearance calculations, BOQ and preparation of complete construction drawings/design documents, in accordance with the requirements, specifications, scope of services and conditions contained in the RFP Document.

The Firm shall be selected through Quality and Cost Based Selection (QCBS) under the **Single Stage – Two Envelope** procurement procedure, in accordance with the applicable PPRA Rules and the terms and conditions specified in the RFP Document.

2. AVAILABILITY OF RFP DOCUMENTS

The RFP Document containing detailed scope of services, terms and conditions, eligibility and qualification criteria, evaluation criteria, submission requirements and other relevant information may be obtained from EPADS 2.0 and PPRA Website.

3. SUBMISSION AND OPENING OF PROPOSALS

The proposals, prepared strictly in accordance with the instructions contained in the RFP Document, must be submitted/reach the following address **on or before 24th September 2026 at 10:00 AM (PST):**
Executive Engineer (TLC) Division EHV-II

National Grid Company (NGC)

Bungalow B-2, NTPS WAPDA Colony,

T.M. Khan Road, Hyderabad, Pakistan.

The Technical Proposals shall be opened on the **same day at 11:30 AM (PST)** at the above-mentioned address. The procurement notice/RFP may also be accessed through the relevant **PPRA/EPADS** and NGC platforms.

Income Tax clearance certificate & return filed with Income Tax Department for financial year 2024-2025. Registered with Income Tax and Provisional Sales Tax Departments and who are on Active Tax Payers List of the Federal Board of Revenue and registered with PEC in appropriate category as per NGC. All the Govt. taxes (Federal / Provincial) will be applicable as per relevant Govt. Notifications.

4. RIGHT OF REJECTION

NGC reserves the right to **accept or reject any or all proposals** in accordance with the applicable provisions of the **Public Procurement Regulatory Authority (PPRA) Rules, 2004**, including Clause 33(1), without assigning any reason, subject to the applicable procurement rules and conditions of the RFP.

EXECUTIVE ENGINEER (TLC)

DIVISION EHV-II, NGC

Bungalow B-2, NTPS WAPDA Colony,

T.M. Khan Road, Hyderabad, Pakistan.

SECTION-II

INSTRUCTIONS TO BIDDERS
&
BIDDING DATA

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SECTION II

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified/enlisted with the Employer.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and

obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
 2. Bidding Data.
 3. Forms of Bids and schedules to bids
 4. Conditions of Contract
 5. Specifications - Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security and Advance Guarantee/Bond.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 1.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources alongwith average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

and
 - (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Method of Performing the Work
Appendix-F to Bid	Integrity Pact
Appendix-G to Bid	Bidder's Qualification's Form

and other pertinent information such as mobilization programme etc;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the

“Foreign Currency Requirements”) shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract

Agreement.

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2

hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

19.3 In addition to the identification required in Sub-Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-O to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

SECTION-III

BID DATA SHEET

BID DATA SHEET

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

IB 1.1	Name and address of the Employer: Name: Chief Engineer (PD/GSC) South NGC Hyd National Grid Company of Pakistan Limited (NGC) [Formerly NTDC] Address: Executive Engineer, TLC Division, EHV-II, NGC of Pakistan, B-2, NTPS Colony T.M Khan Road S.I.T.E Area Hyderabad Telephone No. 92-22-9250133 Mobile No. 0335-7401970 Email: xentlc.ehv2@ntdc.com.pk
IB 1.1	The bidding is open to National Competitive Bidding (NCB).
IB 1.1	Brief Description of Works The Scope of works includes Detailed route survey and Engineering/Design for rerouting of Existing 500 kV & 220 kV Transmission lines affected by the proposed Sukkur–Hyderabad Motorway (M-6)
IB 2.1	Source of Funding: NGC's own resources
IB 3.1 (a)	The Invitation for Bids is open to all bidders in their sole capacity or as joint venture/consortium meeting the following requirements: i) The Bidder/JV Partner/Consortium member shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the relevant category or had applied for renewal of license before submission of its bid. ii) Only those Firms/Companies/Contractors will be eligible to bid who are active taxpayers as per Federal Board of Revenue Data base i.e. Active Taxpayer List (ATL) for both Income Tax & Sales Tax and relevant provincial revenue authorities/boards as the case may be. iii) The Bidder shall not be blacklisted by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an undertaking along with his bid that he has read and accepts the provisions of NGC Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract Agreement as well.

IB 3.1(b)**Qualification of the Bidders:**

To be qualified for the award of a contract, the bidder shall meet the qualification criteria delineated herein below:

1. Qualification Criteria:

- a. The bidder/JV Partner/Consortium Member should have executed, as a single entity or as JV partner or a Consortium member, contract(s) for route alignment / check survey of 220kV or higher voltage overhead transmission lines (OHTL) of at least 100 km during last ten (10) years.
- b. The bidder/JV Partner/Consortium Member should have executed, as a single entity or as JV partner or a Consortium member, contract(s) for subsoil investigation of 220kV or higher voltage overhead transmission lines (OHTL) of at least 100 km during last ten (10) years.
- c. Any JV partner/consortium member not meeting criteria a & b above, should have experience in Survey or Soil Investigation or Construction of transmission line of any voltage level during last ten (10) years.

Supporting documents shall be submitted by the bidder to substantiate the claimed experience.

2. Key Personnel:

The bidder/JV/Consortium must have key personnel with related expertise and knowledge/experience on their payroll or at least have consent of key personnel to work on this project. (Information to be submitted as per Form QF-7 of Appendix-G to Bid given in the Bidding Documents).

The technical bids would be evaluated on the basis of key personnel qualification, experience and extent of availability for this assignment. A bid will be liable to be rejected if any three of the Key Personnel do not meet the criteria defined in QF-7(a). In case the bidder has two Key Personnel, who do not meet the criteria, they would have to be replaced with qualified candidates who meet the criteria and are acceptable to the Employer within the time provided by the Employer. In case, the bidder fails to provide qualified candidates, the bid will be rejected.

3. Equipment Capability:

The bidder/JV/Consortium should own or have assured access to key items of equipment in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed work. (Information to be submitted as per Appendix-E to Bid given in the Bidding Documents).

4. Bidder's Financial Capability:

The Bidder/JV Members/Consortium Members shall have a sound financial background, i.e., their net worth shall be positive for the last three (03) years, duly supported by audited financial statements bearing a valid Unique Document Identification Number (UDIN) issued by the relevant professional body of the auditor. (Information to be submitted in prescribed Form QF-5 of Appendix-G to Bid given in the Bidding Documents).

However, in case of Public Sector State-Owned Enterprises (SOEs), submission of the latest available audited financial statements shall be acceptable to meet this requirement.

5. Bidder's Litigation History:

Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years. The Employer may disqualify bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents fifty percent (50%) of the Bidder's net worth. Details in this regard should be submitted in the prescribed Form QF-6 given in Appendix-G of Bidding Document.

6. Bidding Notes/Instructions:

- a. Experience and Financial Capability of sub-contractors, subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder.
- b. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.
- c. The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.
- d. The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any additional documents.

IB 3.2	The following sub clause is added after 3.1: 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 be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (i) they have controlling shareholders in common; or (ii) they receive or have received any direct or indirect subsidy from any of them; or (iii) they have the same legal representative for purposes of this bid; or (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (v) A Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.
IB 6.1	The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer.
IB 7.2	The complete Bidding Document including Addenda (if any) will be available on Employer's website i.e. www.ntdc.com.pk and on e-PADS. The Bidders are responsible for the completeness of the Bidding Document in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any).
IB 8.1	The Sub-Clause 8.1 is amended to the following extent: No request for clarification will be entertained which will be received later than 10 days prior to the date fixed for submission of Bids. The Purchaser's response will be made not later than 7 days prior to the date fixed for submission of Bids. Moreover, the bidders may also submit their request for clarification through e-PADS. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids. The Employer's response to the pre-bid clarifications will be communicated via publishing on e-PADS

IB 9.2	The sub-clause 9.2 is amended as under: Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-clause 7.1 hereof and shall be communicated via publishing on NGC's website and on e-PADS.
IB 10.1	The bid with all accompanying documents and all communications in relation to or concerning the bidding Process shall be in English language and strictly on the forms provided in the bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify a bid.
IB 11.1	Documents Comprising the Bid The Bidder shall submit the bid through e-PADS only in 2 separate pdf files, one to be referred as "Technical Bid" and the other to be referred as "Price Bid" comprising the following documents in the respective pdf files, however, Bid Security is required to be submitted in original before bids submission deadline: I. Technical Bid a) Duly filled-in Form of Technical Bid with following Appendices to Bid: (i) Appendix-B to Bid: Specific Works Data (ii) Appendix-C to Bid: Works to be Performed by Subcontractors (iii) Appendix-D to Bid: Proposed Program of Works (iv) Appendix-E to Bid: Method of Performing Works (v) Appendix-F to Bid: Integrity Pact (Duly signed & stamped) (vi) Appendix-G to Bid: Bidder's Qualification Forms b) Bid Security c) Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder; d) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder, JV partners and consortium members; e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(a)(iii); f) An Affidavit that the Bidder has read and accepts NGC's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(a)(iii); g) An Affidavit that bidder has read and accepts the NGC's SOPs for EOT; h) Sub-Contractor Authorization

	i) PEC license pursuant to Sub-Clause 3.1(i); j) Survey of Pakistan Registration Certificate of relevant key personnel; and k) Any other document required to be submitted in accordance with these Bidding Documents. II. Price Bid a) Duly filled-in Form of Price Bid with following schedule to Bid: i) Appendix-A to Bid: Schedule of Prices b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	The text “Joint Venture” is replaced with “Joint Venture/Consortium”, and the text “Joint Venture Partners” is replaced with “Joint Venture Partners/Consortium Members”.
IB 12.3	Add the following new Sub-Clause IB 12.3: The prices quoted by the bidder shall be firm and shall not be adjustable.
IB 13	Clause IB.13 is substituted with the following: “The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency(ies) other than Pak Rupees shall manage foreign currency(ies) at their own arrangement. The exchange risk in this regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder.”
IB 14.1	The period for Bid validity shall be minimum one hundred & fifty (150) days after the date of Bid opening.
IB 15.1	The amount of Bid Security shall be amount equal to PKR 600,000/-
IB 15.2	Sub-Clause IB.15.2 is substituted with the following: “The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call, CDR or a Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of Executive Engineer TLC Division EHV-II NGC Hyderabad on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date. The Bid Security of Joint Venture/Consortium shall be in the name of Joint Venture/Consortium submitting the Bid. For avoidance of doubt, a Bid Security issued by a foreign bank but not counter guaranteed by a Scheduled Bank in Pakistan shall not be acceptable and rejected as non-responsive.” Moreover, the bid shall be considered non-responsive in case of non-receipt of original Bid Security (in hard copy) in accordance with ITB 15.1 or 15.2 before the bids closing deadline.

IB 15.6	The following is added at the end of Sub-Clause IB.15.6: “(d) If the Bidder is found involved in corrupt and fraudulent practices.”
IB 15.7	The following clause is added after Clause 15.6: A bid must be accompanied by an acceptable Bid Security that is unconditional, irrevocable and callable. If a bidder submits a Bid Security that has following discrepancies (to the extent mentioned against each), the Procuring Agency shall request the Bidder to submit a complaint bid security within fourteen (14) days of receiving such request. Failure to provide a complaint bid security within the prescribed period of receiving such a request shall cause the rejection of the bid. Any bid accompanied by bid security with deviation greater than the extent mentioned below shall be rejected: i. Bid Security amount is short within 10% of Bid Security amount; and/or ii. Bid Security validity period is short by a maximum of two days iii. Any changes with respect to format/text which does not hurt the right of employer for encashment of the guarantee and does not limit the obligation of the bidder as required in the Bidding Document/Bid Security Format. Note: The validity period of the “Deposit at Call” shall be considered 180 days from the date of issuance.
IB 17.1	Pre-bid meeting will be held on the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents.
IB 17.3	Clause-17.3 is amended as under: Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be communicated via publishing on NGC’s website and on e-PADS. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
IB 18.4	Text of ITB-18.4 is deleted and replaced it with the following: Each bidder shall prepare by filling out the forms completely and without alterations of the documents comprising the bid as described in Clause IB.7.
IB.19.1	Sub-Clause 19.1 is substituted by the following: (a) Firms are required to submit their bids through e-PADS only. However, Bid Security is required to be submitted in original before bids submission deadline. (b) The Technical bid should be submitted as a single PDF file named “Tender [Tender Number] - TECHNICAL BID - [Name of Proposing Firm]”.

	(c) The Financial bid should be submitted as a single PDF file named “Tender [Tender Number] - FINANCIAL BID - [Name of Proposing Firm]”. (d) The Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains a virus.
IB 19.2	Deleted
IB 19.3	Deleted
IB 19.4	Deleted
IB 20.1 (a)	Firms are required to submit their bids through e-PADS only on or before bid submission deadline. However, Bid Security is required to be submitted in original before bids submission deadline. Deadline for Submission of bid: Date: 24th September-2026 Time: 10:00 AM Employer's address for the purpose of Bid Security submission: Executive Engineer, TLC Division, EHV-II, NGC of Pakistan, B-2, NTPS Colony T.M Khan Road S.I.T.E Area Hyderabad Telephone No. 92-22-9250133 Mobile No. 0335-7401970 Email xentlc.ehv2@ntdc.com.pk
IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	The Procuring Agency shall not consider for evaluation any Bids that arrive after the deadline for submission of bids including but not limited to following situations; i. Against which the original Bid Security is either not received in hard form or is received after the prescribed deadline for submission of bids. ii. Against which bids are not received through e-PADs within bid submission deadline. iii. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus and the contents of the bid cannot be accessed for evaluation. However, if any page or portion of the submitted document is blurred or partially unreadable due to any reason, and such deficiency does not affect the substance of the bid, the Procuring Agency may seek clarification and request submission of a clear and legible copy of the same document without permitting any change in the substance of the bid.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB 23.1	Bid Opening: Sub-Clause IB.23.1 is substituted by the following:

	Time: 11:30 AM Date: September 24 th , 2026
IB 23.2	Deleted
IB 23.3	The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.21.1 (a) shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the receipt of Original Bid Security; and (c) any other details as the Employer may consider appropriate.
IB 23.5	Clauses 23.5 to 23.9, as detailed below, are added after Clause 23.4. At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
IB 23.6	The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB 23.7	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. Further the attendance will also be marked through e-PADS.
IB 23.8	All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder; (b) the Bid Prices, including any discounts, cross discounts and alternative offers; (c) any other details as the Employer may consider appropriate. Only Price Bids, discounts, cross discounts and alternative offers (if allowed under Sub-Clause IB.16 hereof) read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the Bidding Data, the Form of Price Bid and Price Schedules are to be initialed by nominated representatives of the Employer attending the bid opening.
IB 23.9	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, cross discounts, and any alternative offers. A copy of the record shall be distributed to all Bidders present at the time of Bid opening.
IB 24.2	Add the following new Sub Clause after IB 24.1: 24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding

	Process, except as expressly directed or permitted by the Employer. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Employer may at any time reject any Bid by that Bidder without further consideration.
IB 25.1	Add the following at the end of Sub-Clause 25.1: The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
IB 25.2	Add the following new Sub-Clause: If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
IB 26.1	Sub-Clause 26.1 is substituted by the following: "The Employer will determine whether Bid is substantially responsive to the requirements of the Bidding Documents."
IB 26.2	Sub-Clause 26.2 is substituted by the following: "A substantially responsive Technical Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; (iv) is accompanied by the required Bid Security; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A substantially responsive Price Bid is one which (i) has been properly signed; and (ii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder."
IB 26.4	Following Sub-Clauses are added at the end of Sub-Clause 26.3: The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.
IB 28.1	Following Para is added at the end of the Sub-Clause 28.1: "The Works will be evaluated and compared on Lot basis."
IB 28.2	Following Para is added after the Para (c) of IB. 28.2:

	(d) applying cross discount in case of combination of Lots to arrive at least cost combination.
IB 28.4	Following is added at the end of Sub-clause IB 28.4: “or the employer may require the successful Bidder to balance his bid.”
IB 28.5	Following new Sub Clause is added after IB 28.4: The Employer will evaluate the Bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of Bids: i. Non-performance by a Bidder on previous contracts with Employer or others; ii. The quality of a Bidder’s performance on previous contracts with Employer or others; iii. Anticipated or ongoing claims with or in connection with a Bidder; iv. Any security or safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers; v. The results of any interview with a Bidder or supplied references; or vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees. The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation. Employer is not required to inform Bidders of how Bids were ranked in the evaluation process.
IB 28.6	Following new Sub Clause is added after IB 28.5: The Employer’s evaluation of a Bid will exclude and not take into Provincial sales Tax (PST).
IB 29.1	Add the words “for the respective Lot(s)” after the words “evaluated Bid Price” in 3rd line of this Sub-Clause. Add the following at the end of this Sub-Clause: “Provided further in case a Bidder is determined to be the lowest evaluated substantially responsive in more than one Lot, the aggregate requirements delineated under Sub-Clause IB.3.1(b)[2,3&4] hereof shall apply.”
IB 30.1	The Employer reserves the right to reject any bid on the following accounts, apart from those mentioned in the bidding documents: i. Bid is not received by the due date and time specified. ii. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. iii. Bid does not cover the complete scope of work. iv. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. v. Deviations, conditionality or reservations have been introduced to any part

	of the bidding documents which may not be acceptable to the Employer in its sole discretion. vi. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. vii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. viii. Bid received from any Black listed Firm / Contractor. If at any time it is found that a material misrepresentation of facts is made or uncovered; the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete, the bidder/JV/consortium may be disqualified/rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security in the shape of Bank Guarantee / Call Deposit Receipt (CDR) / Pay Order, for the validity period mentioned in the contract data , equal to ten percent (10%) of the Contract Price in the form prescribed in the conditions of Contract
IB 33	Text of Clause IB.33 is deleted and substituted as follows: Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder shall depute its representative duly authorized for formal signing of the Contract Agreement, Form of which is provided in the Bidding Documents.

General Information

1. Project

Detailed Route Survey & Sub-Soil Investigations for Relocation / Shifting of Existing 220kV and 500kV Transmission Lines' Towers at the following under-crossings of proposed Hyderabad-Sukkur Motorway (M-6); Under NGC's Own Resources

Sr. No.	Transmission Lines	Tower No.	Motorway (M-6) RD
1.	220 kV D/C T.M Khan – Jamshoro	-	132+700
2.	220 kV D/C Jamshoro - Jhampir-II	27-28	139+200
3.	500 kV S/C Jamshoro – NKI	473-474	141+700
4.	500 kV D/C CPHGC-Jamshoro & K2/K3 - Jamshoro Circuit-I under crossing from 500 kV D/C Port Qasim - Matiari and Lucky – Matiari	-	141+700
5.	500 kV S/C Jamshoro - K2/K3 Circuit-II	-	142+100
6.	500 kV S/C Jamshoro - Matiari (Old Dadu Quad Bundle)	04-05	143+200
7.	500 kV S/C Jamshoro – Dadu	425-426	143+500
8.	500 kV S/C Jamshoro – Matiari	90, 91 & 92	173+500
9.	500 kV D/C Engro (Thar) - Matiari & SECL - Matiari Circuit-III	708-709	189+800
10.	500 kV D/C Moro- Matiari & Jamshoro - Matiari	02-03	189+600
11.	500 kV S/C Moro- Matiari	182-183	206+200
12.	500 kV S/C Moro- Matiari	176-177	203+700
13.	500 kV S/C Moro- Matiari	199-200	211+800
14.	500 kV S/C Moro- Matiari	242-243	227+500

2. Evaluation of Proposal

NGC will in its discretion evaluate any or all of the Proposals it receives, including all clarifications, additional information, modifications and negotiated changes, by applying the Evaluation Criteria. NGC may develop particular criteria to facilitate its review and evaluation within the categories set out in the Evaluation Criteria. NGC may appoint a committee to conduct the evaluation, and NGC may be assisted by technical, financial, legal and other advisors or employees of NGC.

Without limiting the particular criteria, NGC may take into account the following in applying the Evaluation Criteria:

- (a) Non-performance by a Firm/JV on previous contracts with NGC or others;
- (b) The quality of a Firm/JV's performance on previous contracts with NGC or others;
- (d) Anticipated or ongoing claims with or in connection with a Firm/JV;
- (e) Any security or safety concerns which NGC may have in respect of a Firm/JV or its facilities, subcontractors or suppliers;
- (f) The results of any interview with a Firm/JV or supplied references; or
- (g) Any knowledge of or experience with a Firm/JV or its principals, directors, officers and employees.

NGC may independently verify any information (including conducting credit, reference and other checks with respect to a Firm) and consider such findings in its evaluation.

NGC is not required to inform Firms/JV of how Proposals were ranked in the evaluation process.

i. Evaluation of Technical Proposal

Technical Proposal will be evaluated on the basis of applicant's experience, past performance, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those applicants whose Technical Proposals get 70% marks or more shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Each Key Personnel must score minimum 70% marks except as provided herein. A Proposal will be liable to be rejected if the Team Leader scores less than 70% marks or any two of the other Key Personnel score less than 70% marks. In case the selected firm/JV has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a qualified candidate who, in the opinion of the Employer, would score 70% or above.

The following overall criteria will be applied to evaluate/score technical proposal on the basis of factors elaborated in Exhibit-I.

Sr.#	Description	Max. Points
a.	Specific experience of the Firm/JV related to the Assignment & Financial Capacity.	10
b.	Past Performance of the Applicant Firm/JV.	10
	Financial Soundness of Firm/JV.	5
c.	Adequacy of the proposed work plan and Methodology in responding to the TOR	10
d.	Qualifications, competence and availability of the key personnel for this assignment	65
e.	Total Points	100
f.	Minimum overall qualify score	70

Past performance of a firm/JV will be judged on the basis of feedback from employers of the projects mentioned in appendix-B3 to annexure-4. In this regard names, addresses and telephone numbers of the previous clients as well as their representatives should be provided in the above mentioned form.

The specific experience of the firm/JV, its past performance and qualification & experience of the proposed personnel shall be of major concern to NGC. Accordingly, NGC decision to accept or reject any proposal shall be final.

For evaluation of the qualification and experience of key personnel, all relevant information including details of eligible assignments as well as detailed CVs as per format given in appendices G, H & I of Annexure-4 fully completed and duly signed need to be submitted. Marks will be deducted for incomplete/missing information. The technical proposals would be evaluated on the basis of key personnel qualifications, experience and extent of availability for this assignment.

For the purpose of determining experience of key personnel, those assignments will be considered "**Eligible Assignments**" that involve 220kV or higher voltage level transmission lines with similar scope/tasks as given in ToRs of this RFP.

Provided that a Key personnel claiming credit for an Eligible Assignment shall have, prior to Proposal submission date, completed the relevant assignment.

ii. Evaluation of Financial Proposal

The financial proposal of all technically qualifying firms/JV as per specified minimum threshold would be opened simultaneously in the presence of their representatives who care to attend. The formula for determining the financial score is the following:

$$S_f = 100 F_m / F$$

Where;

$$S_f = \text{Financial score}$$

$$F_m = \text{is the lowest price}$$

$$F = \text{The price of the proposal under consideration.}$$

The weights given to the Technical and Financial proposals are as under:

$$\text{Technical proposal} = 80\%$$

$$\text{Financial} = 20\%$$

3. Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

NGC's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and

NGC's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

4. Ranking of Proposals and Contract Award

- i. Ranking of the proposals will be done by applying a weight of 0.80 (or 80 percent) and 0.20 (or 20 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Firm/JV.
- ii. The applicant, whose proposal is ranked first, will be invited to negotiate financial and other terms including ToR, personal schedule, work schedule and reporting etc. of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and, so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.
- iv. If for any reason NGC determines that it is unlikely to reach an agreement with the selected firm, NGC may terminate negotiations and proceed in any manner, including inviting one of the other firms to enter into negotiations or terminating the Competitive Process and proceed with the Project in any other manner and with any person.
- v. The finalization and award of the Contract are subject to NGC receiving all required approvals from the competent authorities.

5. Reservation of Rights

Without limiting NGC's rights under other provisions of this tender, NGC may:

- (a) Amend the scope of the services, modify, cancel or suspend this RFP Stage or any or all stages of the Competitive Selection Process, at any time for any reason;

- (b) Accept or reject any Proposal based on the Evaluation Criteria determined by the NGC;
- (c) Not accept any or all Proposals;
- (d) Amend any terms and conditions of this RFP, such as deadline dates and the business opportunity described in this RFP; and
- (e) Select the next highest ranked Firm as the Preferred Firm in the event the top ranked firm is disqualified or otherwise unable to enter into the Contract with NGC.

6. Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, NGC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of this Clause, NGC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Firm does not provide, within the time specified by NGC, the supplemental information sought by NGC for evaluation of the Proposal. Misrepresentation/improper response by the Firm may lead to the disqualification of the Firm. If the Firm is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Firm/JV gets disqualified / rejected, then NGC reserves the right to consider the next best Firm/JV, or take any other measure as may be deemed fit in the sole discretion of NGC, including annulment of the Selection Process.

TERMS OF REFERENCE (ToR)

TERMS OF REFERENCE

Detailed route survey and engineering/design for rerouting of Existing 500 kV & 220 kV Transmission lines affected by the proposed Sukkur–Hyderabad Motorway (M-6)

1. SCOPE OF WORK

The Scope of work of the Projects is detailed survey and engineering/design for rerouting of existing 500 kV & 220 kV transmission lines affected by the proposed Sukkur–Hyderabad Motorway, including route/topographic survey, soil/subsoil investigation, tower spotting and make-up, plan & profile, foundation design, sag-tension/stringing charts, electrical clearance calculations, BOQ and preparation of complete construction drawings/design documents

Sr. No.	Transmission Lines	Tower No.	Motorway (M-6) RD	Completion Period
1.	220 kV D/C T.M Khan - Jamshoro	-	132+700	Four (04) Months
2.	220 kV D/C Jamshoro - Jhampir-II	27-28	139+200	
3.	500 kV S/C Jamshoro - NKI	473-474	141+700	
4.	500 kV D/C CPHGC-Jamshoro & K2/K3 - Jamshoro Circuit-I under crossing from 500 kV D/C Port Qasim - Matiari and Lucky - Matiari	-	141+700	
5.	500 kV S/C Jamshoro - K2/K3 Circuit-II	-	142+100	
6.	500 kV S/C Jamshoro - Matiari (Old Dadu Quad Bundle)	04-05	143+200	
7.	500 kV S/C Jamshoro - Dadu	425-426	143+500	
8.	500 kV S/C Jamshoro - Matiari	90, 91 & 92	173+500	
9.	500 kV D/C Engro (Thar) - Matiari & SECL - Matiari Circuit-III	708-709	189+800	
10.	500 kV D/C Moro- Matiari & Jamshoro - Matiari	02-03	189+600	
11.	500 kV S/C Moro- Matiari	182-183	206+200	
12.	500 kV S/C Moro- Matiari	176-177	203+700	
13.	500 kV S/C Moro- Matiari	199-200	211+800	
14.	500 kV S/C Moro- Matiari	242-243	227+500	

2. OBJECTIVE

The selected Firm/JV is expected to employ multiple teams for the detailed route survey and sub-soil investigations for relocation/shifting of above-mentioned Transmission Lines' Towers at the respective under-crossings of the proposed Hyderabad - Sukkur Motorway (M-6), so as timely completion of the Project be ensured. The firm/JV shall provide trained manpower in adequate number to carry out the specified scope of work in compliance with quality requirements. The selected Firm/JV may sub-contract only the sub-soil investigation works to a contractor, hired in due compliance of PPRA rules.

3. SCOPE OF SERVICES

The scope of services encompasses the detailed survey and engineering/design for rerouting of existing 500 kV & 220 kV transmission lines affected by the proposed Sukkur–Hyderabad Motorway, including route/topographic survey, soil/subsoil investigation, tower spotting and make-up, plan & profile, foundation design, sag-tension/stringing charts, electrical clearance calculations, BOQ and preparation of complete construction drawings/design documents. Functional requirements of the detailed route survey and sub-soil investigations are annexed

herewith as Annex-I and Annex-II, respectively.

4. COMPLETION PERIOD

Detailed route Survey and sub-soil investigations for relocation/shifting of transmission lines' towers at the under-crossings of proposed Hyderabad-Sukkur Motorway tabulated above [Sr. No. 01 to 14] are required to be completed within Four (04) months from the commencement of services.

5. ELIGIBILITY/QUALIFICATION CRITERIA FOR FIRM/JV

- a. Firm/JV must have minimum of 10 years of working experience on projects of Transmission Lines.
- b. Firm/JV must have, during last 10 years, experience of providing services of project management, detailed route survey, supervision of sub-soil investigations, design of tower foundations based on sub-soil investigation report, construction and/or construction supervision of Transmission Lines works of at least 100km (accumulative) of 220kV or above rating of transmission line in similar environmental and geographical conditions, as a lead role, JV partner or as a sub-consultant/contractor.
- c. Firm/JV must have, during last 10 years, prior experience in detailed survey of transmission lines route using modern techniques like RTK (Real-Time Kinematic), preparing digital terrain models of transmission line corridors, digitized profiling along with plan details using PLS CADD, sag templates and stringing charts, Computer aided tower spotting & optimization etc. for at least 100km of 220kV or above rating of transmission lines.
- d. Firm/JV must have, during last 10 years, prior experience in performance and/or supervision of subsoil investigation along transmission lines using modern techniques, tools and plants for taking soil samples, transportation and testing in the laboratory etc. for at least 100km of 220kV or above rating of transmission lines.
- e. Each individual Firm/JV partners must be registered with Pakistan Engineering Council (PEC) in appropriate category. Only national/local firms are eligible to participate.
- f. Firm/JV shall have sound financial background proportional to the magnitude of work involved. Duly supported by reports, on financial standing of Firm/JV such as balance sheets inter alia, assets and liabilities certified by an auditor along with auditor's report for last three years.
- g. Firm/JV must have in his employment capable key personnel with related expertise and knowledge/experience. Documentary evidence to this effect including authentic salary slips of the key personnel shall be submitted with the proposal. Salary slips should be genuine and signed by the authorized representative of the firm as well as concerned key person.
- h. In case of JV, Project Manager must be from the lead firm.

5.1 Documents Establishing Qualification of Firm/JV

To prove his qualification for award of Contract, Firm/JV shall provide the following information along with documentary evidence in detail:

- i. The background and experience of the firm (individual or joint venture) including authenticated list of current agreements and other supporting documents of past and present works of a nature similar to this project in the last ten (10) years duly supported with the Completion Certificates from the Employer.
- ii. The detailed approach and methodology along with activity-wise time schedule proposed for carrying out the work as mentioned under the scope of work including other detailed information as deemed relevant.
- iii. The name, qualifications and professional experience of key personnel to be assigned to the project. Such key personnel shall be employed with the firm. Documentary evidence to this effect including authentic salary slips of the key personnel shall be submitted with the proposal. Salary slips should be genuine and signed by the authorized representative of the firm as well as concerned key person.

- iv. The detailed list of surveying instruments, equipment/T&P, vehicles and other facilities indicating quantity, type/make & model etc. possessed and required to be deployed for the execution of the works.

6. HOUSING & OFFICE FACILITIES FOR THE FIRM

The Firm shall establish their project office near the Client's office.

7. TAXES AND DUTIES

The payment of Taxes, Duties, Fees and other impositions as may be levied under the applicable law, in respect of the Firm/JV and their personnel shall not be the responsibility of Client.

8. DELIVERABLES AND ASSOCIATED TIMELINES

Following timeline for various deliverables/activities will be followed.

For Transmission Lines:

Sr. No.	Description of Activity	Scheduled Time (From date of Commencement)
1.	Final digitized route alignment/relocation scheme drawings.	Within 45 days
2.	Plan & Profile Drawings along with construction structure lists.	Within 90 days
3.	Survey Report	Within 100 days
4.	Stringing Charts	Within 100 days
5.	Soil Investigation Reports	Within 120 days
6.	Proposed Foundation Drawings, Foundation Quantities	Within 120 days
7.	Transmission Line Bill of Quantities & Cost Estimate	Within 120 days

FUNCTIONAL REQUIREMENTS FOR DETAILED ROUTE SURVEY OF TRANSMISSION LINES

1.0 General Information & Scope of Work

- 1.1 The technical specifications cover detailed survey including route alignment/relocation/shifting tower locations affected by the proposed Sukkur–Hyderabad Motorway (M-6), including route/topographic survey, soil/subsoil investigation, tower spotting and make-up, plan & profile, foundation design, sag-tension/stringing charts, electrical clearance calculations, BOQ and preparation of complete construction drawings/design documents above under Scope of Works [Table (Sr. No. 01 to 14) of “Terms of References] of this RFP. The scope of work inter-alia shall include the following:
 - a) Route alignment for relocation towers/ shifting of existing 220 & 500kV transmission Lines’ portions [at under-crossings of proposed Hyderabad–Sukkur Motorway M-6] using Google Maps, Survey of Pakistan Maps and Walk over survey etc.
 - b) Detailed Survey using RTK, GPS, DGPS, Total Stations, long range scanners & Digital theodolites of reasonable accuracies.
 - c) Preparation of Survey reports including estimation of Bill of Quantities, identification and explanation of route constraints, infrastructure details available enroute etc.
- 1.2 All the Bidders [i.e. Firms/JV] shall present their proposed methodology for execution of the work as per specifications and details of the equipment and facilities including soft wares available with them.
- 1.3 The Bidder [i.e. Firms/JV] must note that the Employer shall not be responsible for loss or damage to properties, trees etc. due to their work during survey. The Contractor shall indemnify the Employer for any loss or damage to properties, trees etc. during the survey work
- 1.4 The Bidder [i.e. Firms/JV] should note that Employer will not furnish the topographical maps prepared by survey of Pakistan but will render available assistance that may be required in obtaining these by providing letters of recommendation to the concerned authorities.
- 1.5 The Bidders [i.e. Firms/JV] shall give along with their bid clause by clause commentary indicating their confirmation/comments/observations in respect of all clauses of this functional requirements.
- 1.6 The work shall be carried out by the Contractor using modern surveying techniques i.e. RTK. The bidder [i.e. Firms/JV] shall indicate in his offer, the detailed description of the procedure to be deployed. The details of the equipment & facilities including software's for image processing, computer aided tower spotting etc. available with the bidder or his associates shall also be furnished with the bid
- 1.7 After carrying out the detailed survey, the Bidder [i.e. Firms/JV] shall estimate complete BOQ of the relocations/shifting of towers of the said transmission lines and submit the same to the Employer.
- 1.8 The bidders [i.e. Firms/JV] are advised that while making bid proposals and quoting prices, all technical provisions may appropriately be taken into consideration. The bidder [i.e. Firms/JV] shall complete all the schedules and annexures in the bid proposal sheets, technical data sheets specified elsewhere.

2.0 Route Alignment

- a) Route Alignment shall be done using Google Maps and Survey of Pakistan Maps (scale 1:50,000). After a study of these maps, alternate routes will be identified & marked within 5 km of the beeline.
- b) Walkover survey will be carried out on the alternate route/ relocation options to obtain first-hand information of various important field data required for transmission line works and observe features on the ground which may not be clearly available in the maps such as Power

lines, Type of terrain and nature of soil strata, expanding villages and towns, rich gardens and plantations, forests and high tree areas, national parks and wildlife sanctuaries, archaeological monuments, aerodromes and prohibited areas etc. Walkover survey means going on foot over the area covering the route however vehicle may also be used wherever the terrain permits and where long distances can be seen without obstacles.

- c) Then a comparative evaluation of the alternate routes/relocation options for existing transmission lines at motorway crossing points will be done, inter alia considering, route length, number and type of angle points, nature and number of major crossings, deviation in the line due to civil/military aerodromes and other industrial installations, approach to the line in general for construction, reaches through protected or reserve forests and continuous long stretches in paddy fields etc.
- d) Based on this evaluation, the Contractor will propose the optimal route alignment / relocation of towers/shifting scheme and, along with it, will provide all information/data /details collected. The Contractor will arrange joint site visits with the Employer's representatives for field verifications. Final route alignment/relocation scheme option will be selected with mutual consensus of the Contractor and Employer.
- e) Final digitized route alignment segment/relocation scheme for existing transmission lines at motorway crossings drawing with latest topographical and other details/features up to 5km on both sides of selected route alignment shall be submitted for the Employer's approval along with report containing other information/details as mentioned above (both in hard and soft copies). Changes in the route alignment, if any, during detail survey, shall be incorporated in the final digitized route alignment drawings.

2.1 Requirement of Transmission Line Routing

- a) The alignment of the transmission line shall be most economical from the point of view of construction and maintenance.
- b) Routing of transmission line through protected /reserved forest area should be avoided. In case it is not possible to avoid the forests or areas having large trees completely, then keeping in view of the overall economy, the route should be aligned in such a way that cutting of trees is minimum.
- c) Relocation/Shifting of towers Or re-routing of the relevant portions of Transmission Lines at the relevant under-crossings of proposed Hyderabad – Sukkur Motorway (M-6) shall be done keeping in view the “Technical Specifications” and “As Built Data” of the respective transmission lines.
- d) It would be preferable to utilize level ground for the alignment.
- e) Crossing of power lines shall be minimum. Alignment shall be kept at a specified distance from existing lines considering RoW and tower falling distances.
- f) Crossing of communication line shall be minimized and it shall be preferably at right angle. Proximity and parallelism with telecom lines shall be eliminated to avoid danger of induction to them.
- g) Areas subjected to flooding such as nalla shall be avoided.
- h) In general, large angles in the line are to be avoided wherever possible. The magnitude of the angle should be small as far as possible and should never be more than 60 degrees. Angle points should be selected such that shifting of the points within 100 m radius is possible at the time of construction of the T/Line project.
- i) Certain areas such as quarry sites, rich plantations, gardens & nurseries which will present the Employer problems in acquisition of right of way and way leave clearance during construction and maintenance should be avoided.
- j) The areas requiring special foundations and those prone to flooding should be avoided.

3.0 Detailed Survey

- 3.1 The detailed survey shall be carried out using RTK, DGPS, Total Stations, digital theodolites etc. along the approved route alignment/relocation/shifting scheme of existing transmission lines, inter alia including the following

- i. Digitized profiling along the selected route along with plan details using Power Line Systems Computer Aided Design and Drafting (PLSCADD).
- ii. Computer aided tower spotting & optimization.

3.2 Route Marking

- a) The route of the transmission line shall be recorded using DGPS of positional accuracy less than 3mtr.
- b) The co-ordinates of all the angle points as well as other important crossings, landmarks etc. shall be recorded using DGPS for easy relocating.
- c) At the starting point of the commencement of route survey the coordinates shall be recorded. The co-ordinates of the location of the survey instrument shall also be recorded. Further, the co-ordinates at prominent position at intervals of not more than 750m along the transmission line to be surveyed up to the next angle point shall also be recorded. Wherever the line alignment crosses the EHV line, railway line or main roads, the Contractor shall record co-ordinates on the points of crossing. Wherever line route alignment passes over permanent land marks such as rock, boulders, culverts etc. suitable white paint marks with directional and NGC markings shall be made and coordinates recorded.

3.3 Profiling

- a) Detailed survey and profiling will be carried out for complete corridor, as described in clause 3.5 (h) of this specification, using modern surveying equipment such as RTK equipment, long range scanners and total stations etc. Density of survey data collection should be sufficient to ensure that proper surface imitating actual ground situation of the surveyed corridor can be generated in PLS-CADD. In any case, distance between any two points of survey data grid should not be more than 05m. For hilly/undulated terrain, this distance should be reduced appropriately to ensure that a representative surface is generated in PLS-CADD. R/L's at other undulations in the corridor and other details such as crossings, building & structure, trees & other infrastructure etc. shall also be recorded. Areas along the route, which in the view of the Contractor, are not suitable for tower spotting, shall also be marked. Recorded survey data shall be exported to MS-Excel file format and submitted along with profile for review of the Engineer.
- b) The complete profiling details shall be digitized and the data shall be prepared & stored in the format compatible to computer-aided tower spotting software.
- c) Route plan and longitudinal profile, commonly referred to as 'Route Profile' or simply 'Profile', will be prepared/ plotted on square paper rolls of graphed tracing paper (1mm / 5mm / 1cm). The profile is plotted to a scale of 1: 2000 horizontal and 1:200 vertical. The profile shall progress from left to right. The height of the sheet shall be taken so that the ground profile and the towers, including extensions can be fully shown. For hilly terrain, greater height of the sheet may be taken, or the sections may be plotted on separate sheets. The length of each sheet may be taken so that approximately 5 km of the line route can be plotted. A gap of 5 to 10 cm shall be kept between sections.
- d) The profile shall show the longitudinal profiles along the center line of the transmission line route and also the cross section profile wherever appreciable difference in level exists with reference to the center line level. The angle of line deviation, duly marked left (L) or right (R) as the case may be, shall also be shown.
- e) Plan table drawing shall show the details of all objects lying within 50 meters on both sides of the center line of the route. Objects and their distances along the route within 50 meters on both sides of the center line, nearby villages, important roads or rivers shall be marked on the drawing.
- f) Crossing details of power lines, roads, railway lines, canals or rivers etc. shall be marked as clearly as possible. Levels of roads, canal and river embankments, maximum water / flood levels, railway top levels and heights of supports / lines being crossed, and shall be shown in the offsets part of the profile. All trees coming within the zone of the right of way and which need to be cut / trimmed shall also be indicated.

- g) Printed/plotted output of the digitized profiling shall be submitted by the Contractor to Employer for review before taking up computer-aided tower spotting.

3.4 Optimization of Tower Location/Tower Spotting.

- a) Optimization of tower locations shall be done by the Contractor using computer-aided tower spotting software PLS-CADD and NGC's recommended tower family. In order to verify the results of computer aided tower spotting, the Contractor shall furnish sample calculations and manual tower spotting drawings for some typical sections.
- b) The sag-tension characteristics of the conductor as well as tower spotting data shall be furnished by the Contractor for the Employer's approval before execution. Sag template curves, shall be prepared by the Contractor on acrylic sheet indicating cold curve, hot curve, ground clearance curve and support footing curve and the same shall be submitted to the Employer.
- c) For Tower Spotting & Sag-tension calculations of conductor of relocated / shifted portions of existing transmission lines shall be done as per the "As Built Data" & "Technical Specifications" of each specified transmission line.

3.5 Tower Spotting.

While, profiling and spotting the towers the following shall be borne in mind.

a) Extension

An individual span shall be as near to the normal design span as possible. In case an individual span becomes too short with normal supports on account of undulations in ground profile, one or both the supports of the span may be extended by inserting standard body / leg extension.

b) Section Length:

The number of consecutive spans between the section points shall not exceed 13 spans or 5km in plain terrain and 10 spans or 3 km in hilly terrain for double circuit 500kV line. The number of consecutive spans between the section points shall not exceed 12 spans or 4.5 km in plain terrain and 10 spans or 3 km in hilly terrain for 220kV line. A section point shall comprise of tension point with angle type tower.

c) Loading

There shall not be any upward force on suspension towers under normal working conditions and the suspension towers shall support at least the minimum weight span as provided in the designs. In case uplift is unavoidable, it shall be examined if the same can be overcome by adding standard body extensions to the towers failing which tension towers designed for the purpose shall be employed at such positions.

d) Road Crossing

The ground clearance at the roads under maximum temperature and in still air shall be such that even with conductor broken on adjacent span, ground clearance of the conductor from the road surfaces shall not be less than 10.0m for 500kV and 8.0m for 220kV line. At all national highways, tension towers shall be used and crossing span shall not be more than 350 meters.

e) Railway Crossings [Not Applicable]

All the railway crossings in the route of transmission line shall be identified by the Contractor. At the time of detailed survey, the railway crossings shall be finalized as per the regulation laid down by the Railway Authorities. Following are important considerations in this regard.

- a. The crossings shall be supported on angle tower on either side depending on the merits of each case.
- b. The crossing shall normally be at right angle to the railway track.
- c. The minimum distance of the crossing tower shall be at least equal to the height of the tower plus 6m away measured from the center of the nearest railway track.
- d. No crossing shall be located over a booster transformer, traction switching station, traction sub-station or track cabin location in an electrified area.

- e. Minimum ground clearance above rail level of the lowest portion of any conductor under condition of maximum sag shall be maintained at 11.75m for 500 kV and 11.28m for 220kV line.
- f. The crossing span shall be limited to 300/250 meters for 500/220kV lines.

f) River Crossings [Not Applicable]

In case of major river crossing, towers shall be of suspension type and the anchor towers (Balancing towers) on either side of the main river crossing shall be used with zero-degree deviation. Clearance required for navigation shall be provided. For non-navigable river, clearance shall be reckoned with respect to highest flood level (HFL).

g) Power line Crossings

Wherever the line is to cross another power line, it will be ensured that higher voltage line will pass above the lower voltage line. Minimum clearance in between lines when crossing each other will be as per NGC standard. The angle of crossing has to be preferably 90 degree and at any time should not be below 60 degree.

The crossing of the new line over an existing power line is preferably done in the middle of the span between towers of existing power line where there is maximum sag of the conductor. When the line to be constructed is crossing another important EHV line for which shutdown may be difficult, suspension towers in combination with angle / dead end towers, with extensions as required, may be used.

The crossing of the new line below an existing power line shall be done at locations where adequate ground clearance for the new line and the specified clearance from the existing power line are available. Such crossing shall preferably be in the mid span between towers / structures of the new power line, where there is maximum sag of the conductor, and near one of the towers of the crossing span of the existing line for taking advantage of the higher height of the conductors. These measures reduce the requirement of increasing the height of the existing line for obtaining the requisite clearance.

h) Details Enroute

All topographical details, permanent features, such as trees, building etc. 25m (Total-50 meter) for 500kV, 17.5m (Total- 35 meter) for 220kV line and 13.5m (Total- 27 meter) for 132kV line on either side of the alignment shall be detailed on the profile plan. All the topographical details (trees, buildings, permanent structures, including open land) shall be included in the report.

3.6 Clearance from Ground, Building, Trees etc.

Clearance from ground, buildings, trees and telephone lines shall be provided in conformity with NGC standard as amended up to date.

The Contractor shall also intimate the Employer, his assessment about the likely amount of tree & crop compensation etc. required to be paid by the Employer during execution stage. This assessment shall be done considering prevailing practices/guidelines, local regulations and other inquiries from local authorities.

3.7 Right of Way

Following right of way width shall be maintained taking into consideration the theoretical requirement of right of way and transport requirements of maintenance:

Transmission Voltage	Recommended Width of Right of Way
132 kV	27 meters
220 kV	35 meters
500 kV	50 meters

3.8 Preliminary Schedule

The profile sheets showing the locations of the towers together with preliminary schedules of quantities indicating tower types, wind & weight spans, angle of deviation, crossing & other details etc. shall be submitted by the Contractor for review & approval by Employer.

3.9 Detailed Survey of Tower Locations.

- a) The detailed survey shall be conducted for spotting the tower locations on ground conforming to the approved profile and tower schedule.
- b) The co-ordinates of all the tower locations shall also be recorded using DGPS of positional accuracy less than 3m. The position of all tower locations shall be marked in the final digitized route alignment drawing with relative distance from any permanent benchmark in the area.
- c) The Contractor shall also collect required data at each tower location in respect of soil strata, ground water level, history of water table in adjacent areas/surface water and classify the suitable type of foundation at each location.

3.10 The changes desired by the Employer in the preliminary tower schedule or as may be required based on detailed survey of tower locations & contouring by the Contractor, shall be carried out by the Contractor and the final tower schedule shall be submitted for approval of Employer. The tower schedule shall show position of all type of towers, span length, type of foundation for each tower, benching & revetment requirement, unequal leg extensions, deviation at all angles, crossing and other details etc.

3.11 Survey Methodology & Precision

- a) All elevations shall be referenced to benchmarks established by the survey of Pakistan. Leveling operations shall begin and end at benchmarks approved by the Employer.
- b) During the leveling of the profile, check surveys will be effected at intervals not exceeding 50 km. With benchmarks of known elevations. The difference in elevations as surveyed by the Contractor and as declared by Survey of Pakistan for these benchmarks shall not exceed the precision required for 3rd order surveys $e \leq 24k$ where k is the distance between benchmarks in km and e is the difference between elevations in mm.
- c) In the absence of suitable benchmarks, the leveling shall be done by two independent leveling parties working in opposite directions along the same line. The difference in elevations between the two surveys shall not exceed the precision required for 3rd order surveys as stated above.
- d) All-important objects and features along the transmission line centerline (railways, highways, roads, canals, rivers, transmission lines, distribution lines, telephone lines etc.) shall be surveyed and located with a positional accuracy of 1:2000 between points of known horizontal position.

4.0 Survey Report

- a) Complete BoQ of the transmission lines as per the technical specifications shall be furnished in the survey report.
- b) Each angle point locations shall be shown with detailed sketches showing existing in the close vicinity permanent land marks such as specific trees, cattle shed, homes, tube wells, temples, electric pole/tower, telephone pole, canal, roads, railway lines etc. The relative distance of land marks from the angle points and their bearings shall be indicated in the sketch. These details shall be included in the survey report.
- c) Information w.r.t. infrastructure details available enroute, identification and explanation of route constraints, etc. shall also be furnished in the Survey report and shall inter-alia include the following:
 - i. Information regarding infrastructural facilities available along the final route alignment like access to roads, railway stations, construction material sources (like quarry points for stone, sand and availability of construction water), labor, existing transport facilities, fuel availability etc. shall be furnished in the survey report.
 - ii. All observations which the Contractor thinks would be useful to the construction of the transmission lines mentioned under scope of work are to be reported.

- iii. Suggestions regarding the number of convenient zones (line segments/portions) in which the entire alignment can be divided keeping in view the convenience of line construction, operation, maintenance etc. are to be given.
 - iv. Suggestions regarding location for setting up stores during line construction in consultation with Employer representatives shall also be provided by Contractor.
 - v. Working months available during various seasons along the final route alignment, with period, time of sowing & harvesting of different type of crops and the importance attached to the crops particularly in the context of way leave problems and compensation payable shall be stated by the Contractor.
 - vi. Availability of labor of various categories and contractors of civil works shall also be reported.
 - vii. Some portions of the line may require clearance from various authorities. The Contractor shall indicate the portion of the line so affected, the nature of clearance required and the name of concerned organizations such as local bodies, municipalities, Irrigation Department, Railway Authorities, Forest Authorities, Military and Defense Authorities etc.
- d) Three hard copies of survey reports and all documents and one soft copy on DVD shall be furnished by the Contractor to the Employer.

5.0 5.0 Tower spotting data and other relevant design information/data will be furnished to the successful bidder during execution

6.0 Deliverables

Following are the main deliverables.

Sr. No.	Description of Deliverable
1.	Final digitized rout alignment drawings. (Three Hard Copies + Soft Copy on DVD)
2.	Survey Reports (Three Hard Copies + Soft Copy on DVD)
3.	Plan & Profile Drawings along with construction structure lists (Three Hard Copies + Soft Copy on DVD)
4.	Stringing Charts.
5.	Transmission Line Bill of Quantities & Cost Estimate (Soft Copy on DVD)
6.	Sample Calculations & manual tower spotting drawings (Hard Copy only).

All deliverable will be deemed acceptable only after the same are approved from Chief Engineer (Design) NTDC.

FUNCTIONAL REQUIREMENTS FOR SUB-SOIL INVESTIGATIONS ALONG TRANSMISSION LINES ROUTE

1.0 General Information & Scope of Work

- i) The scope of work includes detailed soil investigation at various selected tower locations as approved/desired by the Engineer such as selected angle points, railway crossings, road crossings, power line crossings, river crossings etc. In addition soil investigation may be required to be carried out at other locations at the discretion of the Engineer depending upon the soil strata, terrain and other factors.
- ii) These specifications cover the technical requirements for a detailed Geotechnical Investigation and submission of a detailed Geotechnical Report.
- iii) Mobilization of all necessary tools and equipment, provision of necessary engineering supervision and technical personnel, skilled and unskilled labor, etc. as required to carry out the entire field investigation as well as laboratory tests, analysis and interpretation of data collected and preparation of the Geotechnical Report.
- iv) Contractor shall also collect data regarding variation of subsoil water table along the proposed line route.
- v) The Work specified herein is to determine the type and geotechnical characteristics of the foundation strata to the specified depth and location. This is to be accomplished through rotary drilling, field testing, ground water observations, soil sampling and laboratory testing. The location along with depth of investigation boreholes on the ground shall be established by the Contractor in accordance with the Drawings and from reference points approved by the Engineer as per requirement.
- vi) The Geo-technical investigations and report shall conform to all International ASTM Standards, Specifications (shall be the latest editions including all applicable official amendments and revision)
- vii) The Contractor shall have at site, at all times only qualified experienced geologist/engineer who will conduct and supervise drilling/logging activities. Hand held GPS should be available at investigation site for verification of bore hole/test pit location by the Engineer.
- viii) The Contractor shall propose suitable foundation design on the basis of soil investigation. If it is determined that a new foundation design, other than those being already used by NGC, is required depending on the soil investigation results, the Contractor would design such new foundations types such as grillage foundation, undercut foundation, rock-anchor foundation, augured foundation etc.

2.0 Method of Drilling

Drilling shall be done by rotary including rock coring method by means of which a hole of specified diameter is extended in depths. Use of bottom discharge drilling bit shall not be permitted. The Contractor shall only be allowed to use percussion method where gravels and boulders are encountered after the approval by the Engineer.

3.0 Drilling of boreholes in flowing water conditions

Drilling may be carried out under water conditions. During the investigation, the Engineer may change such locations to land drilling depending upon the prevailing water way conditions.

4.0 Test Pit

The test pits shall be excavated at the locations as specified by the Engineer. Excavations of test pits shall be made to the depths as directed by the Engineer by manual labor and with the help of suitable digging tools. Test pits shall generally be excavated to a depth of about 3 meters below the ground surface or bed rock whichever is encountered earlier. Undisturbed black (30cm x 30cm x 30cm) sample shall also be extracted from each test pit. The dimension at the bottom of pit shall not be less than 1.5 m x 1.5 m. After field testing and sampling, the test pit should be backfilled as instructed by the Engineer.

5.0 Drilling Fluid

The drilling fluid used for rotary drilling shall be clean water clear from suspended sediments. The Contractor may use the natural or commercial drilling mud/bentonite slurry as drilling fluid.

6.0 Casing of Boreholes.

- i) Casing of a required size allowing entry of sampling tools shall be used in conjunction with drilling to wall the boring to the bottom of the hole.
- ii) The casing shall be made of cylindrical steel pipes and shall have sufficient strength so as to maintain position and shape during drilling operations.
- iii) The casing may be omitted only where it can be shown to the satisfaction of the Engineer that sampling operations without the casing will not entrain soils from an elevation higher than the depth at which field testing or sampling is to be made.
- iv) It shall be the Contractor's responsibility to pull out casing from the bore holes after its completion for which no extra payment shall be made.

7.0 Field Testing

Field testing shall include Standard Penetration Test. Standard Penetration Test shall conform to ASTM D-1586. This designation describes as procedure to obtain a record of the resistance of subsoils to the penetration of a standard sampler and to obtain representative disturbed samples of the material for identification purposes and laboratory testing. The penetration resistance shall be expressed as the number of blows of a 63.4 kg (140 lbs) hammer freely dropping 762 mm (30 inches) required to force the standard sampler 305 mm (12 inches) into the soil. Standard Penetration Tests shall be conducted in the bore holes at one-meter interval from 1-meter depth to 10/15-meter depth of bore hole and up to 40 m in case of river crossing locations, unless otherwise directed by the Engineer. Immediately after each penetration test a representative portion of the soil core shall be placed in moisture proof container.

8.0 Undisturbed Sampling

The undisturbed samples shall be taken in cohesive and non-cohesive materials. Samples shall be obtained using Denison or Pitcher sampler or equivalent double tube core barrel or Shelby tube. The sampling procedure shall conform to latest B.S./ASTM Standards. The length of undisturbed samples obtained shall not be less than 30 cm. immediately upon extraction from the hole, the sample shall be properly waxed. The number and depth of undisturbed samples from each hole shall be as directed by the Engineer during the progress of the drilling work at site.

9.0 Labeling and Disposition of Samples

Each sample shall have identification tags giving information regarding Sample No., Top Elevation of Hole/Test Pit, Date of Sampling, Depth and Length of Sample, and Description of Sample. The selected undisturbed and disturbed samples shall be carefully transported for testing by the Contractor to the approved testing laboratory. Every precaution shall be taken to avoid damage to samples as a result of careless handling and undue delay in transportation. The tubes containing undisturbed samples and cores shall be well packed in wooden boxes to protect the samples against vibration.

- Ground Water Observations

Whenever required by the Engineer, bore holes shall be preserved for observations of ground water conditions. When the borings are advanced by using natural or commercial drilling mud/bentonite to stabilize the hole, the hole shall be flushed thoroughly with clean water at the completion of boring for the purpose of observing ground water levels.

10.0 Laboratory Tests

(i) General

- Laboratory tests shall be scheduled and performed by qualified and experienced personnel who are thoroughly conversant with the work.

- The laboratories in which the samples are to be tested shall be approved by the Engineer.
- Laboratory tests shall be conducted using approved apparatus complying with the requirements and specification of International Standards for this type of work. It shall be checked that the apparatus are in good working condition before starting the laboratory tests. Calibration of all the instruments and their accessories shall be done carefully and precisely at an approved laboratory.
- One copy of all laboratory test data records shall be submitted to the Employer progressively every week. Laboratory tests shall be carried out concurrently with the field investigations as initial laboratory test results could be useful in planning the later stages of field work.
- A schedule of laboratory tests shall be established by Contractor to the satisfaction of the owner within one week of completion of the first bore hole.
- The person representing to the Engineer shall have access to the laboratories to supervise and check the laboratory testing of the samples.
- The testing shall be carried out in accordance with ASTM or equivalent British Standards, or as directed by the Engineer.

(ii) Tests

The Contractor shall arrange to carry out laboratory tests on the specified samples of the subsoil material/water sample. The samples to be tested and the tests to be carried out for each sample shall be specified by the Engineer.

Undisturbed soil samples retained in liners or seamless tube samplers shall be removed, without causing any disturbance to the samples, using suitably designed extruders just prior to actual testing

Laboratory testing may include but not limited to the tests listed below:

- Grain Size Analysis (Sieve + Hydrometer)
- Soil Classification with percentage of gravel, sand, silt and clay at different depths.
- Safe Soil Bearing Capacity (particularly at 5m depth)
- Atterberg's Limits
- Chloride Content (soil and water)
- Bulk Density and Moisture Content
- Dry Density
- Generalized Subsurface Geotechnical Models with tables showing soil characteristics for each tower location
- Capacity Curves at 4, 5, 6, 7m depths and Allowable Load vs Foundation Width for different Models.
- Organic Matter Content
- Sulphate Content (soil and water)
- PH value (soil and water)
- Unconfined Compression Test
- Direct Shear Test
- Consolidation Test
- Total Soluble Salts.

11.0 Confirmatory Sub-Soil Investigation

After preliminary subsoil investigations confirmatory investigation (if required) up to maximum depths of 30 meters will be carried out by the Contractor. The location of selected confirmatory investigation will be conveyed to the Contractor by the Engineer.

12.0 Record

The Contractor shall have at site, at all times only qualified, experienced, orderly and thoroughly competent graduate Geologist who shall conduct and supervise drilling operations sampling and logging.

Contractor shall submit a formal report containing geological information of the region, procedures adopted for geotechnical investigation, field observations, summarized test data, conclusions and recommendations. The report shall also include detailed bore logs, subsoil sections, field test results, laboratory observations and test result both in tabular as well as graphical form, practical and theoretical considerations for the interpretation of test results, supporting calculations for the conclusions drawn etc.

The Contractor shall keep accurate logs and records of all the Work accomplished under this Contract. All such records shall be preserved in good condition by the Contractor until they are delivered and accepted by the Engineer. The Engineer shall have the right to examine such records at any time prior to their delivery to him. The following information shall be included in the records for each investigation borehole:

- (i) Bore hole/test pit number or designation, coordinates and elevation of top of the bore hole/test pit;
- (ii) Type of drilling operations;
- (iii) Dates and time by depths when drilling operations were performed;
- (iv) Depths at which samples were recovered and field-testing was performed including complete data of field-testing;
- (v) Depth of Ground water table from NSL; and
- (vi) Description of subsoil conditions.

The presence of the Engineer Representative or keeping of separate records by him shall not relieve the Contractor of the responsibility for the Work specified in this clause. Payment will not be made if the Contractor has not furnished the records.

13.0

Foundation design/designation

Contractor shall submit the foundation design/designation for each tower location duly considering soil type and tower spotting data along with the data/calculations to establish that the proposed foundation type is optimized and cost effective for the review and approval of the Engineer:

The recommendations shall provide all design parameters and considerations required for proper selection, dimensioning and future performance of tower foundation and the following:

- Necessary soil design parameters to verify the bearing capacity based on geological data (bore log) and laboratory test results i.e. from (a) standard penetration test & (b) analytical method.
- Immediate and consolidation settlements of soil.
- Seasonal fluctuation of ground water.
- Cement type to be used for foundation construction (based on ACI-318 Table 4.3.1).

The Contractor shall propose suitable foundation design on the basis of soil investigation. If it is determined that a new foundation design, other than those being already used by NGC, is required depending on the soil investigation results, the Contractor would design such new foundations types such as grillage foundation, undercut foundation, rock-anchor foundation, augured foundation etc. The Contractor shall be responsible for satisfactory performance of new foundation after erection and commissioning of towers on these foundations. Price of Design of new foundation would be quoted on “per type of foundation” basis.

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**POWER OF ATTORNEY**

Know all men by these presents, we _____(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the (please state the name and address of the bidder) for Bidding Document No. **XEN-EHV-II-NGC-HYD-03-2026: Detailed route survey and Engineering/Design for rerouting of Existing 500 kV & 220 kV Transmission lines affected by the proposed Sukkur–Hyderabad Motorway (M-6)** (the “tender”), including signing and submission of all documents and providing information / responses to National Grid Company of Pakistan Ltd (NGC), representing us in all matters in connection with our bid for the said tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and agree that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title, Email ID and Address)

Accepted

.....(Signature)

(Name, Title, Email ID and Address of the Attorney)

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of _____, this _____ of _____ 2026 personally came and appeared:

NAME

IDENTIFICATION DOCUMENT

Known to me to be the same person/s who executed the foregoing Special Power of Attorney in favor of _____, and acknowledged to me the same is/are his/her/their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the date and place above written.

NOTARY PUBLIC

**A. FORM OF UNDERTAKING BY THE JOINT VENTURE
PARTNERS/CONSORTIUM MEMBERS**

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of.....Two Thousand andby..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Identification No... .. of associated with of(hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated..... AND WHEREAS the Employer invited bids for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under associated with

AND WHEREAS Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 26 of ITB), and technical provisions forming part of the bidding documents, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification & Evaluation Requirement of the Bidder', as applicable may bid, provided, the Joint Venture/Consortium fulfills all other requirements under Clause 2, 13, 24 & 26 of ITB and in such a case, the Letter of Bids (Bid Form) shall be signed by the Partner –In Charge so as to legally bind all the Partners of the Joint Venture/Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, 13, 24 & 26 (Section-ITB) has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners/Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture/Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture/Consortium, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture/Consortium for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture/Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

Notes:

1. In the event that the successful Bidder is a joint venture/consortium formed of two or more companies, the Employer requires that the parties to the joint venture/consortium accept joint and several liabilities for all obligations under the Contract.
2. The maximum number of J.V partners/consortium members is three (03).

**B. FORM OF LETTER OF INTENT BY JV PARTNERS/CONSORTIUM MEMBERS
TO ENTER INTO JV/CONSORTIUM AGREEMENT**

THIS LETTER OF INTENT signed on this..... day of..... Two Thousand and
.....by..... a company incorporate under the laws of and having
its Registered Office at.....(hereinafter called the "Party No.1" which expression
shall include its successors, executors and permitted assigns) and M/s a company
incorporated under the laws of..... and having its Registered Office
at..... (hereinafter called the "Party No.2" which expression shall include its
successors, executors and permitted assigns) and M/s.....a Company
incorporated under the laws of and having its Registered Office
at.....(hereinafter called the "Party No.3" which expression shall include its
successors, executors and permitted assigns) for the purpose of making a bid and entering into
a contract [hereinafter called the "Contract" {in case of award)] against the Specification
No.....for _____ associated with
_____ of
(hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint
Venture/Consortium Agreement.

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the
design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under
_____ associated with _____.

AND WHEREAS Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the
Bidder'(clause 13, 24 & 26 of ITB), and technical provisions forming part of the bidding
documents, inter-alia, stipulates that two or more qualified partners, meeting the requirements
of Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause
13, 24 & 26 of ITB), as applicable may bid, provided, they submit a Letter of Intent to enter
into Joint Venture Agreement/Consortium Agreement and the Joint Venture
Partners/Consortium Members fulfill all other requirements under Clause 2, Section-ITB and
'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 26 of ITB), and
technical provisions forming part of the bidding documents and in such a case, the Letter of
Bid (Bid Form) shall be signed by all the proposed partners so as to legally bind all the Partners
of the Joint Venture/Consortium, who will be jointly and severally liable to perform the
Contract by entering into Joint Venture/Consortium Agreement as per proforma specified in
this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all
partners and all obligations hereunder.

The above clause further states that this Letter of Intent shall be attached to the bid and the
Contract performance guarantee will be as per the format enclosed with the bidding document
without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated.....

by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid in accordance with the requirements of Clause 4.1, Section-ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSED AS UNDER:

In consideration of the above premises and agreements all the parties of this Letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture/Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture/Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract for which we shall enter into Joint Venture/Consortium Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners:
2. If the Contract is awarded to Joint Venture/Consortium then in case of any breach or default of the said Contract by any of the parties to the Joint Venture/Consortium, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture/Consortium, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this Letter of Intent. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture/Consortium.

6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture/Consortium for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture/Consortium, other than the express provisions of the Contract.
7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture/Consortium Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name
Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Notes:

1. In the event that the successful Bidder is a joint venture/consortium formed of two or more companies, the Employer requires that the parties to the joint venture/consortium accept joint and several liabilities for all obligations under the Contract.
2. The maximum number of J.V. partners/consortium members is three (3).

SECTION-IV

FORMS OF BID
AND
APPENDICES TO BID

FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

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Form of Technical Bid

Bid Reference No. _____

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ in accordance with Instructions to Bidders (IB) 9 for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda.
- (b) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (d) We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name.....

In the capacity of.....

Signed.....

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

Date.....

Address.....

Email.....

Form of Price Bid

Bid Reference No. _____

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered including Addenda thereto for the Total Bid Price of Rupees

For Lot : _____(Rupees_____)

or such other sum as may be ascertained in accordance with the said Documents.

- (c) The discounts offered and the methodology for their application is:
.....
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

- (i) If awarded the contract, the person named below shall act as Contractor's Representative.
- (j) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Name.....

In the capacity of.....

Signed.....

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

Date.....

Address.....

Email.....

APPENDIX – A TO BID

SCHEDULE OF PRICES

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PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.
- 1.3 The quantities given in the Price Schedule are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Schedule of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.

2. Description

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

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Units (SI Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All payments (including advance) will be subject to withholding Taxes as per Income Tax Ordinance, 2001/International Tax Treaty & Sales Tax Act. 1990, further, payments shall made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax & Sales Tax.

4.4 Advance Payment Guarantee and Performance Guarantee will be exclusive of Indirect Taxes.

4.5 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.6 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.7 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums

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

Price Schedule							
DETAILED ROUTE SURVEY AND ENGINEERING/DESIGN FOR REROUTING OF EXISTING 500 KV & 220 KV TRANSMISSION LINES AFFECTED BY THE PROPOSED SUKKUR–HYDERABAD MOTORWAY (M-6)							
Survey							
Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Rate (PKR)	Total Price exclusive of PST (PKR)	Provincial Sales Tax, if applicable (PKR)	Total Price inclusive of PST (PKR)
1	2	3	4	5	6 = 4x5	7	8 = 6+7
1.	Preliminary survey for identification of three alternative route/relocation/shifting scheme using low resolution satellite imageries, Google Images and survey of Pakistan Maps as the initial planning to have the first-hand information and finalization of most economical, optimum route/relocation scheme showing the topographical and other features upto 25m on each side and indicating final selected route alignment and digital modeling in undulated hilly terrain along the proposed route using contour data from topographical map and submission of preliminary survey reports for approval as detailed in technical specifications. (14 Locations of M-6 Motorway Crossings)	Km	17				
2.	Detailed surveying, including but not limited to, chainage and leveling, preparation of plan & profile drawings using PLS-CADD with ground profile, crossing detail like power line crossing, railway crossing, underground installations etc., preparation of tower schedule, sag and tension calculation, tower spotting, structure list, Survey Reports, preparation of manual sag templates staking (Centre and reference pegs) of the tower locations to be concreted, digitized contouring at undulated/hilly tower locations wherever required, Recommendations/Design of Tower Foundations, Preparation of Survey Report, Preparation of Bill of Quantities [Material + Construction] and Cost Estimate, etc. complete in all respects as per specifications. (14 Locations of M-6 Motorway Crossings)	Km	17				
3.	Providing and fixing marking stones of size 200 x 200 x 1000 mm, with approved marks including painting above the ground level.	Each Stone	60				
Sub-Soil Investigation							
4.	Sub-Soil investigation in soil/rock (including laboratory tests) as per specifications and foundation design calculation and drawings for each tower type. Primary NTDC standards design 500 kV & 220 kV Foundation types shall be used for towers. special type of foundations if required, will be designed as per technical From 15 to depth of 25 m	Lin. mtr.	800				
Total of Price Schedule Column 6 (i.e. exclusive of PST) to be carried forward to Form of Price Bid.							

APPENDIX – B TO BID

SPECIFIC WORKS DATA

NOT APPLICABLE

APPENDIX – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

Note:

1. Sub-Contractor shall be duly licensed by Pakistan Engineering Council (PEC) in relevant category for value of Works. Sub-contractor should have valid PEC registration or have already applied for renewal in the relevant category.
2. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
3. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
4. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

Signature and Seal of the bidder:

XEN-EHV-II-NGC-HYD-03-2026:

Survey & Sub-Soil Investigation for 500 Kv & 220 Kv T/Lines

APPENDIX – D TO BID
Sheet 1 of 2

PROPOSED PROGRAM FOR SURVEY WORK

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the works of the entire contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the works under the contract.

The proposed work shall be based on schedule of completion (i.e. 120 Days) as per bidding document.

Sr. No.	Description of Activity	30	60	90	120
1.	Commencement/ Mobilization				
2.	Route Alignment				
3.	Submission of proposed route alignment report to NGC Committee* and approval from the Committee after visit of proposed route.				
4.	Detailed Survey				
5.	Preparation of Profile/Plan tabling/ Structure list etc.				
6.	Preparation of Survey Report a. Interim b. Draft c. Final				
**	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

* The NGC Committee for visit of proposed route and its approval will comprise of following members:

1. Representative of O/o DG (Transmission Engineering) NGC.
2. Representative of O/o DG (Civil & Structural Engineering) NGC.
3. Representative of concerned O/o DG (Field Operations) NGC.
4. Representative of concerned O/o Chief Engineer PD/GSC/EHV NGC.

Signature and Seal of Bidder:

APPENDIX – D TO BID
Sheet 2 of 2

PROPOSED PROGRAM FOR SUBSOIL INVESTIGATION WORK

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the works of the entire contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the works under the contract.

The proposed work shall be based on schedule of completion (i.e. 100 Days) as per bidding document.

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	120
1.	Commencement/ Mobilization				
2.	Field Investigation				
3.	Laboratory Tests				
4.	Preparation of Reports a. Interim b. Draft c. Final				
5.	Submission of Foundation Design				
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 1 of 5

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- The procedure for setting for horizontal and vertical control for survey in accordance with Survey of Pakistan guidelines and bidding document.
- The procedure for taking soil samples, mode of transporting the samples to the laboratory and testing protocols of different tests to be carried out on soil samples.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 2 of 5

PROPOSED COMPOSITION OF SURVEY TEAM

The bidder shall submit the list of personnel with relevant details about their qualification and experiences who will be involved in this work to meet the specified requirements of the bidding document in the below form:

Sr. No.	Name	Qualification	Designation/Job Assigned	Total Experience	Experience in Similar Works

Note:

- i. No change in team composition will be allowed during execution.
- ii. The bidders must satisfy themselves that the team being proposed is sufficient to perform the task to international standards. Failure to propose efficient team may result into rejection of the bid.

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 3 of 5

PROPOSED COMPOSITION OF SUBSOIL INVESTIGATION TEAM

The bidder shall submit the list of personnel with relevant details about their qualification and experiences who will be involved in this work to meet the specified requirements of the bidding document in the below form:

Sr. No.	Name	Qualification	Designation/Job Assigned	Total Experience	Experience in Similar Works

Note:

- i. No change in team composition will be allowed during execution.
- ii. The bidders must satisfy themselves that the team being proposed is sufficient to perform the task to international standards. Failure to propose efficient team may result into rejection of the bid.

Signature and Seal of Bidder:

The bidder shall submit the list of equipment with all relevant details which will be used in this work to meet the specified requirements of the bidding document in the below form:

[illegible]

i. The bidder must provide above information on stamp paper in the form of Affidavit.

Signature and Seal of Bidder:

The bidder shall submit the list of equipment with all relevant details which will be used in this work to meet the specified requirements of the bidding document in the below form:

[illegible]

i. The bidder must provide above information on stamp paper in the form of Affidavit.

Signature and Seal of Bidder:

APPENDIX – F TO BID**(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 No. _____ Dated _____
 Contract Value: _____
 Contract Title: _____

..... [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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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.

Name of Buyer:
 Signature:
 [Seal]

Name of Seller/Supplier:
 Signature:
 [Seal]

APPENDIX – G TO BID**BIDDER'S QUALIFICATION FORMS**

QF-1	General Information
QF-2	Past Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Pending Litigation
QF-7	Personnel Requirements

Note:-

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture/Consortium partner(s), if any.
2. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form QF1, page 1; Form QF1, page 2, etc.
3. Some forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form QF1, Attachment 2 to Form QF1, etc.

Signature and Seal of Bidder:

Form QF-1: General Information

Bidder and its Joint Venture/Consortium Partner(s) and/or Subcontractors are requested to complete the information in this form. Nationally information of Bidders should also be provided.

1.	Name of Bidder	
2.	Head office address	
3.	Local office address (if any)	
4.	Telephone	Contact
5.	Facsimile	e-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Note:

Copies of following credentials shall be attached:

- (a) Copy of incorporation/registration certificate
- (b) Organization chart
- (c) PEC registration certificate in the appropriate category

Signature and Seal of Bidder:

Form QF-2 (a): Past Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) of Bid Data Sheet of the bidding document.

(For Last 10 Years in Survey Work)

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Scope of Works	Type of Survey Instrument & Software tools used	Value of work	Date of completion	Contact person along with Telephone No., Fax No. and email address

Bidder must enclose copy of Letter of Award/ Contract Agreement and completion certificates in support of above experience.

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-2 (b): Past Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) of Bid Data Sheet of the bidding document.

(For Last 10 Years in Sub-Soil Investigation Work)

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Scope of Works	Type of Instrument & Software tools used	Value of work	Date of completion	Contact person along with Telephone No., Fax No. and email address

Bidder must enclose copy of Letter of Award/ Contract Agreement and completion certificates in support of above experience.

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-2 (c): Past Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) of Bid Data Sheet of the bidding document.

**(For Last 10 Years in Transmission Line Construction Work)
(If Applicable)**

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Scope of Works	Type of Instrument & Software tools used	Value of work	Date of completion	Contact person along with Telephone No., Fax No. and email address

Bidder must enclose copy of Letter of Award/ Contract Agreement and completion certificates in support of above experience.

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-3: Performance Certificate

(To be issued on the Letter Head of Issuing Authority)

It is to certify that M/s. _____ has conducted the following works against mentioned project.

Sr.No.	Contract No. & Date	Designation & address of order placing authority/User	Name of Project	Description of Works	Date of Completion	Work Performance

The above services/works have been performed against our Project and their performance is found satisfactory.

Date of issuing _____

Signature of issuing authority with seal
Name and designation of issuing authority
Address along with Email, Phone No. and
Fax of issuing authority

Note:

- i. In case of those bidders who have provided services to NGC shall furnish the details of such works in the above Performa which shall be signed by their authorized signatory along with seal and certificate is not required from the Employer in this respect.
- ii. In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

Signature and Seal of the bidder:

Form QF-4: Current Contract Commitments

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

Sr. No.	Particulars of works executed	Contract No. & Date	Name of Contract placing Authority	Ordered Value	Value of balance work
1	2	3	4	5	6
2					
3					
4					
5					
6					
7					

Signature & Seal of the bidder:

Form QF-5: Financial Data

Financial Data for Previous 03 Years			
Particular			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.			
- All such documents reflect the financial situation of the Bidder and not sister or parent companies. - Historic financial statements must be audited by a certified accountant. - Historic Financial statements must be complete, including all notes to the financial statements. - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).			

Signature and Seal of the bidder:

Form QF-6: Pending Litigation

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

Pending Litigation					
Year	Name of Other Party(s)	Matter of Dispute	Litigation where (Court/ arbitration)	Amount involved	Value of pending claim as a %age of net worth

Signature and Seal of the bidder:

Form QF-7 (a): REQUIREMENT OF KEY PERSONNEL

Bidders should provide the names and numbers of suitably qualified personnel to meet the specified requirements for each of the positions listed below. The data on their qualification and experience should be supplied using the Format in Forms (b&c) below for each candidate.

1. Project Manager/Team Leader

He should have at least a Bachelor Degree in Electrical /Civil Engineering from a recognized University. He should have specific experience of working in senior Techno-managerial positions on similar projects. He should have overall minimum experience of 20 years with 10 years as Team Leader/Construction Manager. In case of Masters in Engineering, the overall experience should be 15 years with 8 years as Team Leader/Construction Manager. He should have minimum 05 eligible assignments (involving project management, coordination, and transmission line route detailed survey and construction supervision) on his credit with accumulative line length of not less than 150km. He should be able to lead the team of the Firm and assist NGC in timely implementation of the project with a quality output. He shall be the Leader of the Team and act as the firm's representative on all matters related to the assignment. He shall keep close contacts with NGC and shall be responsible for timely submission of reports and other documents. He shall not be more than 60 years of age.

A. FOR SURVEY WORK:

2. Transmission Line Engineer

He should have at least a Bachelor Degree in Electrical/Civil Engineering from a recognized University. He should have specific experience of preparation of plan and profile drawings using PLS-CADD software including ground profile, crossing details, preparation of tower schedule, sag and tension calculations, tower spotting and structure list etc. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit and line length of not less than 100 km. He should not be more than 45 years of age.

3. Survey & Mapping Expert

He should have at least bachelor degree in relevant discipline from a recognized university. He should have specific experience of execution of projects of similar complexity in survey work using modern techniques like RTK, preparation of survey reports and construction structure list etc. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit. He should be duly registered with Survey of Pakistan in appropriate category.

4. Surveyor

He should have at least Diploma in relevant discipline from any recognized Institute. He should have specific experience of execution of projects of similar complexity in survey work using modern techniques like RTK. He should have overall minimum experience of **05 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit. He should be duly registered with Survey of Pakistan in appropriate category.

B. FOR SUB-SOIL INVESTIGATION WORK:

5. Site Geologist Engineer

He should have at least a Bachelor Degree in Civil Engineering / Msc. Geology from any recognized University. He should have overall minimum experience of **10 years**. He should

have minimum **03** eligible assignments / experience in similar contracts on his credit.

6. Structural Engineer

He should have at least a Bachelor Degree in Civil / Structural Engineering from any recognized University. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit.

7. Site Supervisor

He should have at least a Bachelor Degree in Geology from any recognized University. He should have overall minimum experience of **05 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit.

Form QF-7 (b): RESUME OF PROPOSED KEY PERSONNEL

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From*	To*	Company, Project, Position and Relevant Technical and Management Experience*

Signature and Seal of the bidder:

Form QF-7 (c): ABSTRACT OF ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL

Sr. No.	Name of Project	Name of Client	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Brief description of tasks performed
1						
2						
3						
4						
5						

(Signature, name and designation of the authorized signatory)

Note:

- i. Use separate Form for each Key Personnel.
- ii. Supporting documents should be provided for each project listed above.

Signature and Seal of the bidder:

Appendix- H TO BID**UNDERTAKING OF BID SECURITY
(To be Submitted on a Non-Judicial Stamp Paper)**

We _____ (name of Bidder) undertake that Bid Security in accordance with Clause IB-15 of the bidding document is enclosed with our Price bid.

Signature and Seal of the bidder:

NOT APPLICABLE

SECTION-IV

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the **Executive Engineer TLC Division EHV-II NGC Hyderabad**, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer;
and

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and

not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____
_____(Name of Contract) for the _____
_____(Name of Project).

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

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

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

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

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

Witness: 1. _____ _____ Corporate Secretary (Seal) 2. _____ _____ (Name, Title & Address)	_____ Guarantor (Bank) 1. Signature _____ 2. Name _____ 3. Title _____ _____ Corporate Guarantor (Seal)
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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the day of _____ 20 ____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

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

_____ (Particulars of Contract), with

_____ (hereinafter called the Contractor).

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

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

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

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

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

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

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Not Applicable

SECTION-V

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE EMPLOYER

2.1 Provision of Site

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

2.2 Permits etc.

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

2.3 Engineer's/Employer's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/Employer's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable/withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Guarantee from any Scheduled Bank in Pakistan for the amount and validity specified in Contract Data.

Performance Security shall be submitted to the Employer within fourteen (14) days after receipt of Letter of Acceptance.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or

copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 **Program**

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

7.3 **Extension of Time**

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

7.4 **Late Completion**

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

8. **TAKING-OVER**

8.1 **Completion**

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

8.2 **Taking-Over Notice**

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

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which

is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 **Early Warning**

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

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

11.2 Monthly Statements

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

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

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

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

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

11.5 Final Payment

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

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

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

12. DEFAULT

12.1 **Default by Contractor**

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

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

12.2 **Default by Employer**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. ~~The policies shall be issued by insurers and in terms approved by the Employer.~~

The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

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

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

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

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

15.2 **Notice of Dissatisfaction**

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

15.3 **Arbitration**

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

16 **INTEGRITY PACT**

16.1 **If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as**

Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (b) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

The following contract data shall supplement the conditions of contract. Whenever there is a conflict, provisions herein shall prevail.

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any

T/Lines Routes & Foundation drawings etc.

1.1.4 **The Employer** means

Chief Engineer (PD/GSC) South NGC Hyderabad
National Grid Company of Pakistan, NGC

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the of issue of Employer's Notice to Commence which shall be issued on fourteen (14) days of the signing of the Contract Agreement, whichever is earlier.

1.1.9 **Time for Completion:** One Hundred Twenty (120) days

1.1.20 **Engineer:**

Chief Engineer (PD/GSC) South NGC Hyderabad
National Grid Company of Pakistan, NGC

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

- (a) The Contract Agreement (If Complete).
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:**

Executive Engineer TLC Division (EHV-II) NGC, Hyderabad.

3.2 **Name and address of Engineers’/Employer’s representative:**

Executive Engineer TLC Division (EHV-II) NGC, Hyderabad.

However, all deliverables shall be got approved as follows:

- i) Route Alignment: Route alignments proposed by the contractor will be reviewed by NGC committee as specified in Appendix D to Bid. The contractor will be responsible for obtaining nomination of the committee members from concerned NGC offices, arrange their site visit of proposed routes, rectify the comments/observations (if any) by the committee members and obtain their concurrence for the selected route. Upon concurrence of all committee members, the office of the DG (Transmission Engineering) NGC, shall issue the approval letter for the final route.
[All expenses in respect of committee visit for route alignment, including traveling (by air or by road), boarding & lodging and daily allowance of Rs.5000/- per day per person, shall be borne by the contractor].
- ii) Detailed Survey: The survey shall be conducted by the Contractor under the supervision of the Engineer’s representative. The survey data and survey report shall be reviewed and approved by the Engineer. The soil resistivity report, details of polluted sections, meteorological survey data and any other deliverable related to detailed survey shall be approved by the office of DG (Transmission Engineering) NGC.
- iii) Profile and Plan Table: After the approval of survey data from the Engineer, the plan and profile drawings shall be submitted to the office of DG (Transmission Engineering) NGC for review. After submission of plan & profile drawings by the contractor, engineer nominated by DG (Transmission Engineering) NGC may visit the surveyed route to check the feasibility of tower spotting. If any discrepancies are observed during the site visit, the contractor will rectify the same and re-submit the drawings. Final drawings will be approved by the office of DG (Transmission Engineering) NGC.
- iv) Soil Investigation: Soil samples for investigation shall be collected from the approved borehole locations in the presence of two representatives: one nominated by the DG (Civil & Structural Engineering) NGC and one by the Engineer. The Contractor shall be responsible for obtaining the nominations of these representatives from the concerned NGC offices. All deliverables related to the sub-soil investigation shall be approved by the DG (Civil & Structural Engineering) NGC.

4.4 **Performance Security:**

Amount: Ten Percent (10%) of Contract Price.

Validity: 06 Months after issuance of certificate of completion.

Form: As provided under Standard Forms of these Documents.

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

N/A.

5.2 Program:

Time for submission: Within five (05) days of NOA.

Form of program: Bar Chart

Following timeline for various deliverables/activities will be followed:

For Survey Work:

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	120
1.	Commencement/ Mobilization				
2.	Route Alignment				
3.	Submission of proposed route alignment report to NGC Committee* and approval from the Committee after visit of proposed route.				
4.	Detailed Survey				
5.	Preparation of Profile/Plan tabling/ Structure list etc.				
6.	Preparation of Survey Report a. Interim b. Draft c. Final				
**	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

* The NGC Committee for visit of proposed route and its approval will comprise of following members:

1. Representative of O/o DG (Transmission Engineering) NGC.
2. Representative of O/o DG (Civil & Structural Engineering) NGC.
3. Representative of concerned O/o DG (Field Operations) NGC.
4. Representative of concerned O/o Chief Engineer PD/GSC/EHV NGC.

For Subsoil Investigation Work:

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	100
1.	Mobilization/Commencement				
2.	Field Investigation				
3.	Laboratory Tests				
4.	Preparation of Reports a. Interim b. Draft c. Final				
5.	Submission of Foundation Design				
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

The Contractor shall allow fifteen (15) days for the Engineer's/Employer's approval of documents/drawings in his schedule of work. Extra time required for approval due to deficiencies or errors in submitted documents/drawings shall be the responsibility of the contractor and no extension in time will be allowed on this account.

7.4 Amount payable due to failure to complete shall be 0.25% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 Period for remedying defects

Six (06) Months from the date of issue of certificate of completion.

10.2 (e) **Variation procedure:** N/A

11.1 (a) **Terms of Payments**

Delete sub-clause 11.1 (a) and replace it with the following:

- i. For preliminary survey and route alignment (BOQ Item-1), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Approval of final Route alignment and submission of relevant documents, including but not limited to three (03) route-wise Right-of-Way (RoW) Risk Registers—one for each proposed route—and a comparative RoW risk summary highlighting key risk drivers and critical sections along each route.	90%
2.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- ii. For detailed survey & Approval of plan & profile (BOQ Item-2), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Detail survey, approval of Plan & Profile drawings as per specification	50%
2.	Submission of Stringing Chart report	10%
3.	Completion and approval of survey reports, soil	30%

	resistivity report, details of polluted sections, metrological survey details of climate conditions & other relevant documents/drawings as per specification	
4.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- iii. For providing & fixing marking stones (BOQ Item-3), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Providing and fixing of marking tones as per specification	90%
2.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- iv. For Sub-soil Investigation (BOQ Item-4), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Approval/Acceptance of Sub-soil Investigation Reports of first 50% length of transmission line	30%
2.	Approval/Acceptance of Sub-soil Investigation Reports of second 50% length of transmission line	30%
3.	Foundation design calculations & drawings and digitized contouring complete as per specification.	20%
4.	Preparation and submission of material & construction tender BOQ as per specification	10%
5.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- v. Contractor will submit the invoice inclusive of Provincial Sales Tax. Provincial Sales Tax shall be charged by the Contractor and payments will be subject to the income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws. Copy of sales tax return will be provided by the Contractor.
- vi. All payments (including advance) will be subject to withholding Taxes as per Income Tax Ordinance, 2001/International Tax Treaty & Sales Tax Act. 1990, further, payments shall made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax & Sales Tax.

- vii. Advance Payment Guarantee and Performance Guarantee will be exclusive of Indirect Taxes.
- 11.1 (b) **Valuation of the Works:**
Lump sum price with bill of quantities.
- 11.2 (b) **Percentage of value of Materials and Plant:** N/A
- 11.3 **Percentage of retention:** five percent (5%)
- 11.6 **Currency of payment:** Pak. Rupees
- 14.1 **Insurances: Type of cover The Works Amount of cover**
The sum stated in the Letter of Acceptance plus fifteen percent (15%)
Type of cover
Contractor's Equipment:
Amount of cover Full replacement cost
Type of cover
For Loss or Damage to Property in connection with contract
Amount of cover
Full value of loss/damage to property
Type of cover
For personal injury or death of workers or other people
Amount of cover
In accordance with such applicable laws in Pakistan.
In each case name of insured is Contractor and Employer.
- 14.2 **Amount to be recovered**
Premium plus ten (10) percent.
- 15.3 **Arbitration**
Place of Arbitration: Lahore.

EXHIBIT-I

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

Exhibit-I
Factors for Evaluation of
Technical Proposal (Total
100 Marks)

Sr. No.	Parameter	Criteria	Weightage	Max. Marks
1.	Specific Experience of the Applicant Firm related to the assignment.	Experience of providing similar services for 220 kV or above rating transmission lines, as per requirements of TOR		10
		For a length of more than 50 km but less than 75 km	50 %	
		For a length of equal to or more than 100km	100 %	
2.	Financial Capacity of Applicant Firm.			5
3.	Past Performance of Applicant Firm			10
4.	Approach and Methodology	Quality of Methodology	50 %	10
		Work Program	30 %	
		Proposal Presentation	10 %	
		Innovation/comments on TOR	10 %	
5.	Qualification & Experience of Key Personnel			65
	TOTAL			100.

6. *Evaluation of Key Personnel*

A.	Key Personnel	Max. Weight
1.	Project Manager / Team Leader	15
2.	Senior Transmission Line Engineer	8
3.	Survey & Mapping Expert	8
4.	Transmission Line Survey Engineers (x 3)	12
5.	Surveyor	3
6.	Site Geologist Engineer	8
7.	Structural Engineer	8
8.	Site Supervisors	3
	Total (A):	65

B	Individual Key Personnel Evaluation:	
1	Project Manager/Team Leader a. Academic and General Qualification. b. Experience i. Overall ii. Eligible Assignments iii. Working as Team Leader/Project Manager / Construction Manager. c. Status with the firm	20% 10% 50% 15% 5%
	Total (1)	100%
2	Other Key Personnel a. Academic and General Qualification. b. Experience i. Overall ii. Eligible Assignments c. Status with the firm	20% 10% 65% 5%
	Total (2)	100%

Note:

Marks will be deducted from total score of Key personnel if any information related to the key personnel is missing or if he does not fulfill fitness criteria for the job vis a vis age requirement.

SOP FOR BLACKLISTING OF CONTRACTORS



NATIONAL TRANSMISSION & DESPATCH CO. LTD

Company Secretary

No. NTDC/CS/ / **191-207**

Dated: **27 - 02 - 2019**

NOTIFICATION

Approval for revision of SoP for Blacklisting

Ref: This office notification No. NTDC/CS/1728-42 dated 25.07.2017.

The Board of Directors National Transmission & Despatch Company Limited (NTDC) in its 150th meeting held on 25.02.2019 against agenda item No.10 has unanimously resolved and approved the revised/amended SoP for Blacklisting.

Ijaz Ahmad

Company Secretary

Copy to:

1. Managing Director.
2. Dy. Managing Director (AD&M).
3. Dy. Managing Director (P&E).
4. All General Managers.
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System.

A copy of the revised SoP for Blacklisting is enclosed.



NATIONAL TRANSMISSION & DESPATCH CO. LTD

No. NTDC/CS/ 444-60

**Company
Secretary**

Dated: 29 - 03 - 2019

CORRIGENDUM

Approval for revision of SoP for Blacklisting

In continuation to this office Notification No.NTDC/CS/191-207 dated 27.02.2019 on the subject matter, the designation of Chief Engineer (Reliability Assessment) being a committee member in Chapter No.3 under Clause 3.1 at page # 7 of the approved revised/amended SoP for Blacklisting may be read as 'Chief Engineer (Reliability Compliance)'.

Note:

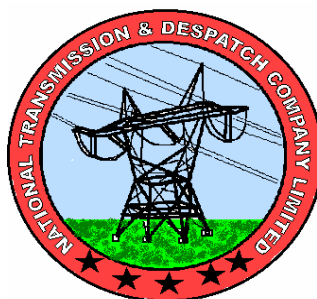
- All other contents of the notification will remain intact.


 Liaqat Ahmad
 Company Secretary

Copy to:

1. Managing Director.
2. Dy. Managing Director (AD&M).
3. Dy. Managing Director (P&E).
4. All General Managers.
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System.

NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)



REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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1.1 INTRODUCTION

The main objectives of any procurement process are transparency, economy, fairness and efficiency so that value for money is achieved.

Blacklisting is one of the most effective tools used in the struggle against inefficiencies and corruption in connection with public procurement. In addition, it serves as a major deterrent against any material breach of contract and further ensures the timely execution of projects by holding delinquent persons accountable.

Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 (hereinafter “**PPRA Rules**”) stipulates that;

“The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:

Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.”

In the light of the Clause above, this SOP has been drafted for procurements made by NTDC.

Any capitalised terms and abbreviations used in this SOP which are not defined herein shall have the meanings given to them in Public Procurement Regulatory Authority Ordinance, 2002 (hereinafter “**PPRA Ordinance**”) and PPRA Rules.

1.2 EXTENT OF APPLICATION

- i. The procedure shall be applicable and remain in force, along with any amendments thereto, within NTDC until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The procedure shall also be applicable on the pre-qualified firms.
- iii. The procedure shall be applicable on any “Person”, which for the purposes of this SOP shall *interalia* include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with NTDC.
- iv. Wherever any provision of this SOP shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail.
- v. This SOP shall become a part of the future Bidding Documents and the person(s) will submit an Undertaking along-with his bid that he has read and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

2. REASONS OF BLACKLISTING

2.1 The causes and reasons to be taken into consideration for Debarment / Blacklisting of any person are given as under:

2.1.1 Pre- Award Stage:

The following shall be considered, *interalia*, the causes / reasons for initiating proceedings under this SOP at the Pre-Award Stage:

- i. Indulging in Corrupt, Fraudulent as well as Collusive practices.
- ii. Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.
- iii. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.
- iv. Submission of false bid security or infringement of documents to get undue monetary or any other benefit.
- v. Breach of confidentiality of evaluation process as mentioned in Appendix- 1 based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

2.1.2 Post- Award Stage:

The following shall be considered, *interalia*, the causes / reasons for initiating proceedings under this SOP at the Post-Award Stage:-

- i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.
- iii. Causes mentioned in Clause 2.1.1 (i, ii & iii) above.
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.
- v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract.
- vi. Non-performance or Breach of provisions / clauses of the contract agreements.
- vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.
- viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

- i. The person is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.
- ii. Violations of provisions / instructions set down in the Bidding Documents.
- iii. Any attempt / activity to malign or bring NTDC into disrepute and harm its interest(s).
- iv. Person(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by NTDC in the given circumstances.

Note:

- (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.
- (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
- (3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.

CHAPTER NO. 3

3. **FORMULATION OF “NTDC’S RIGHTS PROTECTION COMMITTEE”**

3.1 A permanent Committee namely “NTDC’s Rights Protection Committee (**RPC or Committee**)” comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

- | | |
|--|----------|
| • General Manager (Performance Assessment) NTDC | Convener |
| • Chief Engineer (Reliability Compliance) NTDC | Member |
| • Representative of the Chief Law Officer’s Office | Member |

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within NTDC with the approval of Managing Director (NTDC), provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned RPC shall also be authorized to seek external expert advice as and when required.

4.1 PROCEDURE FOR BLACKLISTING

Upon receipt of or obtaining information and/or knowledge that any person(s) is involved in practices mentioned in Chapter-2 earlier, the concerned Project Authority / formation shall promptly formulate its recommendations and submit through MD NTDC to NTDC RPC along with its findings, details of charges and documentary evidences to initiate proceedings under this SOP.

4.2 INITIATION OF AN ACTION

- (i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice (“**Notice**”) thereby informing the Person about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.
- (ii) The person(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.
- (iii) The Notice to the Person shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person. The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to NTDC. In case of non-receipt of any reply from the accused person within the formulated time, but not less than the time given in 4.2 (i) above, the Committee shall have the right to proceed on Ex-parte basis.

4.3 DECISION

- i. The committee shall hold an independent inquiry/investigation as the case may be, and, which may include site visits and interviews with the parties concerned. The Committee shall complete the entire inquiry/investigation, preferably within a period of 30 days after receipt of response from the person against whom proceedings under this SOP have been initiated and shall present the report to the MD NTDC.
- ii. If required, the Committee may report the case to an appropriate law enforcement agency depending upon the nature of the case for detailed investigations with the prior approval of Managing Director (NTDC).
- iii. The person against whom proceedings have been initiated under this SOP shall not proceed for arbitration/litigation during the proceedings for blacklisting.

4.4 COMMUNICATION OF DECISION

After recommendation for blacklisting by “NTDC’s Rights Protection Committee (**RPC**)”, the person concerned shall be informed within 10 days of such decision. The decision of the Committee will be notified on NTDC’s and PPRA’s websites and shall also be conveyed to Pakistan Engineering Council. Blacklisting of firms shall also be conveyed by circular to other Government Departments. All other relevant procuring agencies including PEPCO, DISCOs, and WAPDA, etc., will also be informed simultaneously.

- (i) The Blacklisting on the grounds and reasons specified herein above in Chapter No. 2 shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency).
- (ii) In case the person has been blacklisted by the government department or the International Financial Institution (donor agency), the period of blacklisting/debarment shall be for a maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher).

4.6 ACTION AFTER PERSONS ARE REPLACED ON BLACKLISTING LIST.

- i. The decision of blacklisting will be immediately circulated to all concerned as mentioned at Clause 4.4 above.
- ii. In case of a contract already awarded to a person which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority.
- iii. The blacklisted person shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has already been awarded to person, it shall be voidable at the option of NTDC as per 4.6 (ii) above.
- iv. A separate register or data base will be maintained for blacklisted firms indicating reasons and period.

4.7 EFFECTIVENESS

These guidelines / SOP or any amendments thereof shall take effect immediately after its approval from Board of Directors of NTDC.

APPENDIX-1

PROCESS TO DEAL WITH FRIVOLOUS COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such attempts result in delay in finalizing of award of contract and cause financial loss to the National exchequer. The evaluation process is confidential till publication of award of contract process.

Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any frivolous complaint from the bidder.

- i. Anonymous complaints shall not be entertained.
- ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.
- iii. The notice of displeasure and explanation will be immediately sent to those persons who lodge frivolous complaint(s) during the evaluation process.
 - iii (a) If the person itself or through its agent or any third party does not refrain from making frivolous complaints in the same tender or any other tender, an official warning will be sent and their case may be sent to “NTDC’s Rights Protection Committee” which may analyse the situation and suggest action including the rejection of the bid of the complainant. However, Project Authority may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
 - iii (b) If the same person itself or through its agent or any third party lodges a frivolous complaint in another tender floating in parallel before decision of the Grievance Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for a minimum period of six months under intimation to the Grievance Committee and MD NTDC.
- iv. In order to monitor the record of the persons, a data base will be maintained at NTDC’s website and the offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

NOTE: It is clarified that the process provided above in Appendix 1 is to discourage anonymous and frivolous complaints only, and does not bar any person feeling aggrieved by any act of the procuring agency from lodging a genuine complaint/grievance as provided under Rule 48 of the PPRA Rules, 2004.

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

- i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings.
- ii. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.
- iii. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.
- iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.
- v. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.
- vi. The proceedings under this SOP shall not prejudice any other rights and/or remedies available to the procuring agency under the contract documents and/or any other law in force.